

## NOTICE OF REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS NO: GF6015-J PROPOSAL DUE DATE: March 3, 2006 3:00 P.M. MST  
LOCATION: Arizona Game and Fish Department  
Purchasing Office  
2221 West Greenway Road  
Phoenix, Arizona 85023

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the materials or services specified will be received by the Arizona Game and Fish Department, 2221 West Greenway Road, Phoenix, Arizona 85023, until the time and date cited above. Proposals received by the correct time and date will be opened and the name of each Offeror will be publicly read.

Proposals must be in the actual possession of the Purchasing Office on or prior to the exact time and date indicated above. Late proposals will not be considered under any circumstances, except as provided in the Arizona Procurement Code.

Proposals must be submitted in a sealed envelope with Request for Proposal number and the Offeror's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and a complete Request for Proposals returned along with the offer by the time and date cited above. Additional instructions for preparing a proposal are provided in the Uniform Terms and Conditions and Uniform Instructions to Offerors.

Bidders are strongly encouraged to carefully read the entire Request for Proposal.

**Branch:** Arizona Game and Fish Department Director's Office

**Material and/or Service:** Shooting Range Management and Operations Services

**Contract Type:** Firm, Fixed Fee

**Contract Term:** Ten (10) years

**NOTE:** PRE-PROPOSAL MEETING January 10, 2006, 10:00 A.M. AT ARIZONA GAME AND FISH DEPARTMENT, 2221 WEST GREENWAY ROAD, PHOENIX, AZ 85023, CACTUS WREN CONFERENCE ROOM.

Barbara Jewett  
Department Representative  
Phone: (602) 789-3457

State of Arizona  
Arizona Game & Fish Department

Date: \_\_\_\_\_

\_\_\_\_\_  
Dana Yost, Branch Chief  
Support Services

**OFFER AND CONTRACT AWARD**

Arizona Game and Fish Department  
Purchasing Office  
2221 West Greenway Road  
Phoenix, Arizona 85023-4399

SOLICITATION NO. GF6015-J

Submit the original of this form to the State.

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**OFFER**

TO THE STATE OF ARIZONA;

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with paragraph one of the State of Arizona Standard Terms and Conditions.

Arizona Transaction (Sales) Privilege

Tax License No: \_\_\_\_\_

For clarification of this offer, contact:

Name: \_\_\_\_\_

Federal Employer Identification

No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_  
Company Name\_\_\_\_\_  
Signature of Person Authorized to Sign Offer\_\_\_\_\_  
Address\_\_\_\_\_  
Printed Name\_\_\_\_\_  
City\_\_\_\_\_  
State\_\_\_\_\_  
Zip\_\_\_\_\_  
Title**ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)**

Your offer is hereby accepted.

The Contractor is now bound to sell the materials, services or construction based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the State.

Your contact at the State is \_\_\_\_\_.


This contract will henceforth be referred to as Contract No. \_\_\_\_\_. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed purchase order or release document.

State of Arizona

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Barbara Jewett, C.P.M., CPPB

As Purchasing Manager and not personally

	<b>I. INTRODUCTION AND BACKGROUND</b>	Arizona Game and Fish Department Purchasing Office 2221 West Greenway Road Phoenix, Arizona 85023-4399
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## 1. INTRODUCTION

- 1.1. This document constitutes a Request for Proposal (RFP), via competitive sealed proposals, from qualified individuals and organizations to perform the Scope of Work set forth herein.
- 1.2. For ease of use only, this document has been divided into the following sections: Part One (I) is the Introduction and Background; Part Two (II) describes the Scope of Work; Part Three (III) contains the Special Instructions to Offerors; Part Four (IV) is the Uniform Instructions to Offerors; Special Terms and Conditions, and Uniform Terms and Conditions; and Part Five (V) is the Pricing Schedule and Exhibits.


## 2. BACKGROUND

- 2.1 The Ben Avery Shooting Facility (BASF) is the largest governmentally operated recreational shooting complex in the world and consists of five major operational components: Rifle and Pistol Ranges, Archery Ranges, Shotgun Ranges, Education Areas, and Administrative Areas. The complex covers over 1600 acres at the northwest corner of I-17 and the Carefree Highway. Approximately 33% of the range area is currently covered by active ranges or support facilities. About 33% of the land can never be developed due to terrain constraints and the other third of the range can only support specific types of activities due to sound, lead or other site management issues.
- 2.2 The highest use months are October and February. The October peak occurs at the Main Range and consists of public shooters who are practicing and sighting-in for the fall hunts. The February peak occurs due to competitive shooting events (e.g., Kachina Open, International Bowhunter's Organization Annual Shoot, Cowboy Winter Range, Cowboy Mounted Shooter Event, Washington's Birthday Match and Cactus Cappers Territorial).
- 2.3 In the previous fiscal year, BASF took in \$346,411 in fees. The breakdown of user fees is as follows:

Archery user day	\$4
Commercial user day	\$8
Law enforcement user day	\$5
Main range	\$4
Competitive match user fee	\$2
Campground w/power per day	\$12
Campground wo/power per day	\$8
Vendors per day	\$15
Training rooms	\$25
Activity center ½ day	\$50
Activity center full day	\$100

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- 2.4 BASF lies within the city limits of Phoenix. The adjacent lands are currently zoned non-residential commercial
- 2.5 Primary fire protection on-site is available from the Phoenix Fire Department. Additional fire suppression equipment is maintained on-site by the department.
- 2.6 Operation and management of the trap and skeet ranges is currently conducted under contract through a 10-year lease that expires on September 17, 2006.
- 2.7 Surface water rights at the facility are associated with three tanks that were formerly used in conjunction with a cattle operation. Ground water rights at the facility consist of two wells drawing water from over 300 feet to provide potable water. Based on an agreement made at the time of the land purchase, the facility is obligated to provide livestock water to an adjacent livestock operation.
- 2.8 In 1966, the department contracted for a Cultural Resources Inventory of the property with AZTLAN Archeology, Inc. (AAI). A variety of cultural resource sites and features were located.
- 2.9 There are no known contaminates at the facility other than lead, which is managed as a normal function of range operations
- 2.10 Soils in the area primarily consist of unconsolidated, alluviated sandy loams that contain inclusions ranging in size from cobbles to boulders. They can be classified as part of the Continental-Laterene-Pinaleno Association, which consists of deep, gravely, medium-to-fine textured soils that occur on dissected alluvial fan surfaces.
- 2.11 The basic biological resource values at BASF are protected utilizing a variety of active management strategies. The primary strategy includes the requirement of the EA checklist process and at times the Environmental Assessment process on all development projects that involves land disturbance.

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## 1. GENERAL REQUIREMENTS:

- 1.1 The Arizona Game and Fish Department (department) seeks proposals from qualified firms, individuals and government entities for the development, operation and maintenance of the Ben Avery Shooting Facility Main Range and/or the Clay Target Center. The purpose of Ben Avery Shooting Facility is to provide citizens with a safe environment to participate in the shooting sports with an emphasis on firearms safety, hunter education, hunter sight-ins; new shooter recruitment; firearms education and training; and wildlife management.
- 1.2 The Arizona Game and Fish Commission (Commission) may choose to hire a contractor for the operation of the Main Range and the Clay Target Center; for the operation of the Clay Target Center only; or they may decide that the department shall operate all aspects of the range, depending on the quality of offers received.
- 1.3 Offerors, therefore, may choose to submit a proposal for the Clay Target Center only, or for the operation of both the Main Range AND the Clay Target Center combined.
- 1.4 The contractor will provide services in accordance with the Scope of Work described herein.

## 2. SPECIFIC REQUIREMENTS


- 2.1 The Proposal submitted shall fully describe the method by which the Offerer proposes to meet or exceed the requirements described by this RFP. This information shall be presented in the order listed in these Specifications and shall reference each Paragraph Number.
- 2.2 The BASF Main Range consists of five major operational components: Rifle and Pistol Ranges, Archery Ranges, Shotgun Ranges, Education Areas, and Administrative Areas (for a complete listing of facility components, please see attachment I).
- 2.3 The Clay Target Center consists of a sporting clays range, trap fields, trap/skeet fields, administration/sales/clubhouse building, camping spaces and a warehouse/storage area (see attachment I).

2.3.1 Facilities: The facility is contracted to the Contractor in an "As Is" condition.

### 2.3.1.1 Maintenance

2.3.1.1.1 Utilities. The Contractor must maintain adequate utilities and have accounts transferred by the first date of operation. A reasonable amount of potable water for consumption by the Contractor and the general public will be provided via the water system for the facility by the department. This does not include water for residential lawns or landscaping. The septic system supporting a residence and camper dumping will be maintained at Contractor expense.

2.3.1.1.2 Fire Suppression. The Contractor will ensure that operation and maintenance activities will not create fire hazards. In case of fires, the Contractor will assist with the initial response and call the Fire Department. Facilities are subject to periodic fire inspections by the State Fire Marshall. Ranges,

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roadways, and parking lots must be kept free of vegetation. Herbicide spraying within proper guidelines is permitted. Weeds and brush must be kept away from buildings and structures. Weeds and brush around ranges must be kept under proper landscaping management. Trees around buildings and structures must be kept trimmed to allow people and vehicles to move underneath.

2.3.1.1.3 Cleanliness. The Contractor is expected to provide regular maintenance necessary to provide a safe, clean and pleasant environment for customers. Contractor must provide for insect and rodent control to protect property and public health. The Contractor will keep property and roadways free of trash and debris, including internal roadways.

2.3.1.1.4 Landscaping: The contractor is expected to maintain the property in a professional and well-kept manner. All applications of herbicides shall be done in accordance with state requirements.

#### 2.3.1.2 Safety:

2.3.1.2.1 Public safety: The Contractor will provide adequate supervision and security to ensure public safety. The Contractor shall provide first aid training to all personnel with direct oversight of public shooting and will ensure that first aid kits are kept and maintained in all buildings.

2.3.1.2.2 Range Security: Contractor is responsible for security.


2.3.1.2.3 Law enforcement and security:

The Contractor shall recognize the legal jurisdiction of the department and its officers to enforce law and order and to uphold the regulations in effect within the facility. The sole responsibility for the establishment of internal and external security measures adequate to protect the Contractor's property and all of the facilities is imposed on the Contractor during the entire effective term of this agreement.

#### 2.3.1.3 Operations:

2.3.1.3.1 The Contractor shall be allowed to, but not required to, construct and operate the following: food and beverage service facilities; facilities for the display and sale of sporting goods, apparel, supplies and accessories; and facilities for the use of shotgun, rifle, pistol and archery practice and education. The land and premises shall be used only for these purposes unless consent for any other use is obtained in writing from the Commission.

2.3.1.3.2 Personnel: Sufficient personnel must be employed to provide adequate levels of public safety and service, and to provide maintenance. The Contractor will be required to provide capital outlay necessary to operate the range at a high level of service.

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- 2.3.1.3.3 Records: The department requires the Contractor to retain the services of a certified public accounting firm or a certified individual practitioner to annually provide an audit of the Contractor's operations.

These audit reports shall be forwarded to the department Audit Supervisor at the end of the Contractor's fiscal year. The scope of the audit must include the entire operation of the facility, including any portions which may be sub-contracted, such as food concessions or retail sales.

The report, at a minimum, must include a balance sheet and income statement, schedules listing expenditures for improvements; detailed schedules of accounts payable and accounts receivable; and a detailed schedule of all facility inventory (including ownership). The report should offer an opinion as to compliance with the Contractor's proposal. Schedules must include beginning balances, changes during the year and ending balances.


The accounting firm retained must agree not to divulge or release data or information developed or obtained in conjunction with performing the audit, unless made public by the State or the department, or upon written request and approval from the department.

The Contractor shall at all times during the term of this agreement, retain accurate and complete records of all daily financial transactions in the operation of all businesses, concessions, services and any other financial activities of whatsoever nature conducted on or from the facility, summarized on a monthly and annual basis. The records shall be in a form approved by the department Auditor and must be supported by documents from which the original entry to the transaction was made, including sales slips which are pre-numbered sequentially by the manufacturer, cash register tapes or any other approved means of recording the transaction at the time of sale.

The Contractor shall retain all records for a period of five years after contract completion. The Contractor shall maintain records of the number of people and groups using the facility and the use by range or sport, summarized on a monthly and annual basis.

The Contractor shall contractually require each subcontractor to retain all records for a period of five years after contract completion.


- 2.3.1.3.4 Loss of Revenue: The department shall not be held responsible for Contractor's loss of revenues due to downtime, including order of closure, or for any other reason whatsoever.

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2.3.1.4 Operating restrictions:

- 2.3.1.4.1 The Contractor shall observe and comply with all federal, state, county and civil laws, orders, ordinances and regulations, as well as safety policies specified by the Commission.
- 2.3.1.4.2 The Contractor agrees to annually budget funds sufficient for the continuous development, maintenance and operation of the subject property and related recreational facilities.
- 2.3.1.4.3 The Contractor shall accept the following Commission restrictions on uses and fees:
- The Contractor shall not charge for the use of the Clay Target Center for the Commissioners' Cup Scholastic Clay Target event.
  - The Contractor shall negotiate with the Commission for a reduced fee for use of the Clay Target Center for Scholastic Clay Target Program team practices.
  - The Contractor shall not charge for the use of the facilities for department activities, including staff meetings, public meetings, seminars or education programs such as Hunter Education.
  - Fees for hunter sight-ins must be reviewed and approved by the Commission.
  - The Contractor shall not charge for department programs designed to recruit underserved communities (such as women and youth) into the shooting sports.
  - Fee increases for public use of the main range must be approved in writing, in advance, by the Commission.
- 2.3.1.4.4 The ranges shall be open to the public not fewer than 5 days a week, weather permitting, including Saturday and Sunday. Hours of operation shall be determined by the Contractor, but the Main Range shall be open to the public at least 8 hours a day, and there shall be no shooting on the main range before 7 a.m. or after 10 p.m.
- 2.3.1.4.5 The Contractor may offer services, charge fees and conduct sales not specifically prohibited by the department. These may include but are not limited to: shooting fees, match fees, ammunition sales, firearms sales and rentals, instructor fees, food and beverage service, and event planning services. Agreements with other groups for onsite retail sales are at the option of the Contractor.
- 2.3.1.4.6 Alcoholic beverages shall not be offered for sale except for special events and with the provision that no alcoholic beverage shall be served to any individual until that individual has finished shooting for that day. The Contractor must post signs to this effect.



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2.3.1.4.7 The Contractor is encouraged to become an authorized hunting and fishing license dealer.

#### 2.3.1.5 Property

2.3.1.5.1 The department will grant and extend to the contractor the exclusive right to operate either the Main Range only, the Main Range and Clay Target Center together, or the Clay Target Center only, depending on the decision of the Evaluation Committee.

#### 2.3.1.6 Improvements to subject property

2.3.1.6.1 It is understood and agreed by the department and the Contractor that the Contractor shall develop a facilities improvement plan. Upon termination of the agreement, all facilities and improvements, exclusive of personal property, shall be and become the property of the Commission.

2.3.1.6.2 All facilities and improvements to the property shall be at the expense of the Contractor, and the Contractor shall provide at its expense personnel required for the maintenance and operation of the property. All construction shall conform with applicable federal, state, county, and city health and building laws, codes and ordinances, and the contractor shall receive written approval from the department for all construction prior to the commencement of construction.


2.3.1.6.3 In the event that the department terminates this agreement without cause, the Contractor will be compensated for the non-depreciated value of the permanent improvements which were constructed with Contractor funds after the effective date of this agreement. The depreciated value of the permanent improvement shall be determined using a straight-line basis over a ten-year period of time unless an alternate method of depreciation is approved. Compensation to the Contractor for improvements shall be subject to the funding and budgetary appropriation processes and nothing in this agreement shall be construed as obligating the department for the future payment of money in excess of appropriation authorized by law.

#### 2.3.1.7 Ownership of improvements

2.3.1.7.1 Any permanent improvements or restoration made to the buildings, grounds and facilities at the range by the Contractor shall become the property of the department.

#### 2.3.1.8 Zoning and permits required

2.3.1.8.1 Contractor shall obtain proper zoning clearance and building permits from all governmental agencies having jurisdiction over the subject property prior to the start of activities as detailed in the paragraph titled "Improvements to

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Subject Property." Copies of the required documents shall be provided to the department by the Contractor at no cost to the department.

#### 2.3.1.9 Property inventory

- 2.3.1.9.1 A property inventory identifying assets and ownership will be made available after award to the successful Contractor.

#### 2.3.1.10 Advertising and signs

- 2.3.1.10.1 The contractor shall not erect or install any exterior or interior signs or advertising on the premises without prior written consent of the department. The contractor shall not use any advertising media such as loudspeakers, recordings, radio or television broadcasts in any manner to be heard in or outside the premises without the prior written consent of the department.

- 2.3.1.10.2 Any signage or advertising that has been approved shall have reference that the facility is owned by the department and is operated by the contractor.

#### 2.3.1.11 Condition of premises upon termination

- 2.3.1.11.1 The Contractor shall, upon termination of the agreement, surrender the premises in good repair and operating condition, ordinary wear and tear excepted, with all structures and permanent improvements presently existing or subsequently erected thereon.

- 2.3.1.11.2 If the department's interest or right to possession in said subject property is terminated prior to the expiration of the contract term, this agreement is automatically terminated along with any and all of the department's liabilities or obligations hereunder, provided, however, that a voluntary sale or disposition of the subject property by the department shall be subject to this agreement and the provisions contained herein.


### **3. DELIVERABLES:**

#### **3.1 AUDIT REPORTS**

Annually, the successful Contractor shall provide an audit of the Contractor's operations.

These audit reports shall be forwarded to the department Audit Supervisor at the end of the Contractor's fiscal year. The scope of the audit must include the entire operation of the facility, including any portions that may be sub-contracted, such as food concessions or retail sales.


The report, at a minimum, must include a balance sheet and income statement, schedules listing expenditures for improvements; detailed schedules of accounts payable and accounts receivable; and a detailed schedule of all facility inventory (including ownership). The report should offer an opinion as to compliance with the Contractor's proposal. Schedules must include beginning balances, changes during the year and ending balances.

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The accounting firm retained must agree not to divulge or release data or info developed or obtained in conjunction with performing the audit, unless made public by the State or the department, or upon written request or approval from the department.

**4. PAYMENT:**

- 4.1 Payments owed to the department for the previous calendar month's activities shall be remitted to the department by the last day of the following month. If the last day falls on a weekend or on a holiday, the payment shall be due on the next business day.
- 4.2 Payment must be made via electronic funds transfer, check or money order, made payable to the Arizona Game and Fish Department.
- 4.3 The payment shall be delivered to 2221 West Greenway Road, Attn: Accounts Receivable, Phoenix, AZ 85023.

	<b>III. SPECIAL INSTRUCTIONS TO OFFERORS</b>	Arizona Game and Fish Department Purchasing Office 2221 West Greenway Road Phoenix, Arizona 85023-4399
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**1. Offeror's Contacts:**

- 1.1 All questions regarding this RFP, including technical specifications, Scope of Work, proposal process, etc., must be directed to the procurement officer listed on the cover page of this solicitation.

**2. Proposal Preparation:**


- 2.1. An authorized representative of the Offeror will sign proposals. All information requested must be submitted. Failure to submit all information requested may result in a lower evaluation or rejection of the proposal.
- 2.2. Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. The department will not provide any reimbursement for the cost of developing, demonstrating or presenting proposals in response to this RFP.

**3. Proposal Delivery and Opening:**

- 3.1. Sealed proposals must be delivered to the following location by the date and time indicated on the first page of this document.

Arizona Game and Fish Department  
 Purchasing Office  
 2221 West Greenway Road  
 Phoenix, AZ 85023

- 3.1.1. Timely receipt of proposals is determined by the date and time the proposal is received at the address specified above. Delivery of proposals at any other location (including any other department location) will not be considered timely.
- 3.2. Proposals will be publicly opened at the time and place indicated on the first page of this document, unless otherwise noted. The name of each Offeror will be publicly read and recorded. All other information contained in the proposals will be confidential so as to avoid disclosure of contents prejudicial to competing Offerors during the process of evaluation and negotiation. Proposals will not be subject to public inspection until after contract award.
- 3.3. Proposal Acceptance Period: The proposal will be binding upon the Offeror for a period of one hundred eighty (180) calendar days following the proposal due date.
- 3.4. All material submitted in accordance with this solicitation becomes the property of the State of Arizona and will become a matter of public record subsequent to award of a contract.

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#### 4. Evaluation Criteria:

Evaluation criteria are listed in the relative order of importance. The award will be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the department based on the following criteria:

1. Financial return .....40%  
 For evaluation purposes, the offeror that invests the greatest amount of proceeds back into the facility in the form of improvements, maintenance, and operation AND that pays the highest percentage to the department will receive the highest consideration for this evaluation factor.
2. Approach to Scope of Work .....30%
3. Experience/Expertise/Reliability of Offeror and key personnel .....30%

#### 5. Proposal Format:

**One (1) original and five (5) copies** of each proposal shall be submitted on the forms and in the format specified in the RFP. The original copy of the proposal shall be clearly labeled **“ORIGINAL.”** The material shall be in sequence and related to the RFP. The State will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror’s proposal. The proposal should include at least the following information:


##### 5.1 Financial Returns:

The Offeror will propose a percentage of profit share that will be returned to the department based upon the Scope of Work. This percentage shall be computed prior to any expenditure for the upkeep, maintenance and development of operations.

##### 5.2 Approach to the Scope of Work:

The proposal should contain the following:

- A. OPERATIONAL APPROACH: Provide a proposed course of action for meeting the operational objectives as outlined in the Scope of Work.
- B. FACILITIES APPROACH: Provide a proposed course of action for facility operations, including recommended hours of operation, services to be provided, retail sales proposed, and a schedule of maintenance of buildings and grounds. Provide a discussion of the offeror’s expectations regarding which areas of improvement or maintenance the Offeror expects department to be responsible for.
- C. CAPITAL IMPROVEMENTS: Provide a proposal outlining any capital improvements that the offeror will make or wishes to recommend. Include the purpose for the improvements and a proposed timeline. Please see attachment II Business Plan Worksheet.
- D. FINANCES: Provide a proposal outlining:
  1. What percentage of gross income from various operations required in the Scope of Work will be returned to the Commission;

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2. What percentage of gross income from supplemental (not required in the Scope of Work) operations will be returned to the Commission;
  3. What percentage of gross income will be reinvested into the facility;
  4. How operations will be funded;
  5. The source of startup and operations funding.
- E. **STAFFING:** Provide a staffing plan that specifies proposed titles and roles, and the amount of hours each staff member will work per week.
- F. **FINANCIAL STATEMENTS:** Provide a financial statement for each of the past five fiscal years showing sources and uses of funding and all assets and liabilities of the offeror. The most recent financial statement must be audited and certified by a Certified Public Accountant. If the offeror is a partnership or Joint venture, the requirements of this section shall apply to each general partner or joint venture. This paragraph does not apply to Government entities.
- G. **IMPLEMENTATION SCHEDULE:** Provide a timeline or schedule detailing the business transition to contractor management. Include a description of reports that will be provided to the department to ensure compliance with the scheduled events.

### 5.3 Experience/Expertise/Reliability:

- 5.3.1 The Offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used in the project.
- 5.3.2 The Offeror should provide a resume and data related to previous work assignments as may relate to this RFP for each of the key personnel to be assigned to the project. Exhibit II is furnished for the Offeror's convenience in presenting such data.
- 5.3.3 The Offeror will provide a list of references that includes the Offeror's most recent business project or contract wherein the work requirements are most closely related to the work described in the Scope of Work. A minimum of three (3) references will be returned with the RFP. The reference list will include all information required to establish contact with a specific individual and should include the contact person's full name, mailing address, telephone number and relationship to the contractor. (See Exhibit I).
- 5.3.4 The proposal may include any additional information that reflects on the Offeror's ability to perform the required services

## 6 Discussion:

In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award.

	<b>III. SPECIAL INSTRUCTIONS TO OFFERORS</b>	
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## 7 Federal Immigration and Nationality Act:

By submission of the offer, the Offeror warrants that both they and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion, require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply any requested information. Failure to comply with this instruction or failure to supply the requested information within the timeframe specified shall result in the offer not being considered for contract award.


## 8 Definition of Key Words Used in the RFP:

- 8.1 Will, Shall, and Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 8.2 Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the State may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.
- 8.3 May: Indicates something that is not mandatory but permissible.

## 9 Order of Precedence:

Upon award of a contract, the following will comprise the contract document:


- 9.1 RFP # GF6015-J Completed Offer and Acceptance Form
- 9.2 RFP # GF6015-J Scope of Work
- 9.3 RFP # GF6015-J Special Terms and Conditions
- 9.4 RFP # GF6015-J Uniform Terms and Conditions
- 9.5 RFP # GF6015-J Solicitation Amendments (if any)
- 9.6 RFP # GF6015-J Selected Offeror's Proposal
- 9.7 RFP # GF6015-J Certificate of Insurance

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**UNIFORM INSTRUCTIONS TO OFFERORS**  
Version 7

- 1 Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:
- 1.1 “Attachment” means any item the Solicitation requires an Offeror to submit as part of the Offer.
  - 1.2 “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments, and any terms applied by law.
  - 1.3 “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
  - 1.4 “Contractor” means any person who has a Contract with the State.
  - 1.5. “Days” means calendar days unless otherwise specified.
  - 1.6 “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
  - 1.7 “Offer” means bid, proposal or quotation.
  - 1.8 “Offeror” means a vendor who responds to a Solicitation.
  - 1.9 “Procurement Officer” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
  - 1.10 “Solicitation” means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
  - 1.11. “Solicitation Amendment” means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
  - 1.12 “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
  - 1.13. “State” means the State of Arizona and Department or Agency of the State that executes the Contract.
- 2 Inquiries**
- 2.1 Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its’ Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
  - 2.2 Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.




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- 2.3 Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
- 2.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 2.5 No Right to Rely on Verbal Responses. An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 2.6 Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7 Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 2.8 Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 3 Offer Preparation**
- 3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicated otherwise.
- 3.2 Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.3 Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- 3.4 Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
- i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

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- ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.

- 3.5 Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6 Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.7 Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
- 3.8 Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- 3.9 Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 3.10 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 3.11 Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
- 3.12 Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 3.13 Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 3.13.1 Special Terms and Conditions;
  - 3.13.2 Uniform Terms and Conditions;
  - 3.13.3 Statement or Scope of Work;
  - 3.13.4 Specifications;
  - 3.13.5 Attachments;
  - 3.13.6 Exhibits;
  - 3.13.7 Special Instructions to Offerors;
  - 3.13.8 Uniform Instructions to Offerors.
  - 3.13.9 Other documents referenced or included in the Solicitation.

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- 3.14 Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

#### 4. **Submission of Offer**

- 4.1 Sealed Envelope or Package. Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- 4.2 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 4.3 Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
- 4.4 Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
- i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
  - ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

#### 5 **Evaluation**

- 5.1 Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2 Taxes: Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.4 Disqualification. A Offeror (including any of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 5.5 Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
- 5.6 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
- 5.6.1 Waive any minor informality;
  - 5.6.2 Reject any and all Offers or portions thereof; or
  - 5.6.3 Cancel the Solicitation.

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## 6. Award

- 6.1 Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
- 6.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 6.3 Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.


## 7 Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- 7.1 The name, address and telephone number of the protester;
- 7.2 The signature of the protester or its representative;
- 7.3 Identification of the purchasing agency and the Solicitation or Contract number;
- 7.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 7.5 The form of relief requested.

## 8 Comments Welcome

The Enterprise Procurement Services Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, Enterprise Procurement Services Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

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### 1. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held, if so indicated on page one (1) of this document, at the Arizona Game and Fish Department, Conference Room, located at 2221 W. Greenway Rd., Phoenix, AZ 85023. The purpose of the conference will be to clarify the contents of the Request for Proposal in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the Request for Proposal or any apparent omission or discrepancy should be presented to the State at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the RFP. Oral statements or instructions will not constitute an amendment to the Request for Proposal.

### 2. REQUIRED INFORMATION

The following items will be submitted with each proposal. Failure to include all of the items may result in a proposal being rejected.

#### A. OFFER AND CONTRACT AWARD

Complete top half of document. See Page 2.

#### B. REFERENCES

Complete all information requested. See Scope of Work, Page 16, Paragraph 5.2.3 and Exhibit I.

#### C. PRICE SCHEDULE

Complete all information requested.

#### D. APPROACH TO SCOPE OF WORK


Complete as per Paragraph 5, Pages 7 through 13 and Exhibit III.

#### E. BUSINESS QUESTIONNAIRE

Complete as per Paragraph C, Page 13 and Attachment II.

### 3. CONFIDENTIAL INFORMATION

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the procurement officer will be so advised in writing (Price is not confidential and will not be withheld.) Such material will be identified as confidential wherever it appears. The State, pursuant to A.A.C. R2-7-104, will review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information will be disclosed as public information, unless the person utilizes the "Protest" provision as noted in A.R.S. § 41-2611 through 41-2616.

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#### 4. **PROPOSAL OPENING**

Proposals will be opened publicly at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted will be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request will be shown to State Personnel having a legitimate interest in the evaluation or other persons assisting the Department in the award. **PRICES WILL NOT BE READ.** After contract award, the proposal and evaluation documentation will be open to public inspection.

#### 5. **PROPOSAL EVALUATION**

In accordance with the Arizona Procurement Code under A.R.S. § 41-2534, Competitive Sealed Proposals, awards will be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the State, taking into consideration the evaluation factors set forth in the Request for Proposal.

#### 6. **POST AWARD CONFERENCE**

After award of this proposal, the Contractor may be required to participate in a post award conference.

#### 7. **CONTRACT ADMINISTRATION**

Following award, the Contractor will contact the assigned procurement officer for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract. Only the Purchasing Manager is authorized to change or amend the specific terms, conditions or provisions of the agreement.

#### 8. **TERM OF CONTRACT**

The term of the resultant contract will commence upon date of award and will continue for ten (10) years unless terminated or canceled, as provided herein.

#### 9. **PAYMENT/INVOICING**


The Contractor will remit payment of the proposed contract amount on a monthly basis. The payment will be for services and expenses, as shown by an itemized invoice, of the previous month.

#### 10. **CANCELLATION**

The State reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The State will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

The Contractor provides personnel that do not meet the requirements of the contract.

The Contractor fails to perform adequately the services required in the contract.

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The Contractor attempts to impose on the State, personnel that are of unacceptable quality.

The Contractor fails to furnish the required product within the time stipulated in the contract.

The contractor fails to make progress in the performance of the requirements of the contract and/or gives the State a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problems(s) within ten (10) days after receiving the notice of default, the State may cancel the contract. If the State cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

#### **11. CONTRACT TERMINATION**

The department, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State of Arizona. If this contract is so terminated, the contractor will be compensated for work performed up to the time of the termination notification. In no event will payment for such costs exceed the current contract price.

#### **12. DISPUTES**

The contract is not subject to arbitration. The State and the contractor will meet to discuss and attempt to resolve any disputes. However, should the dispute go unresolved to the satisfaction of both parties, the contractor will have the right to pursue the Arizona Procurement Code/Administrative Appeal process for Claims, prior to an appeal to the judicial system.

#### **13. INSURANCE**


The Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** The Contractor shall provide coverage with limits of liability not less than those stated below.

##### **1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

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- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”**
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

## 2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.


Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”
- ## 3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.



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- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.


5. Fidelity Bond or Crime Insurance

Bond or Policy Limit	\$1,000,000.
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- a. The bond or policy shall be issued with minimum limits of \$100,000.
- b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- c. The bond or policy shall include coverage for third party fidelity.
- d. The bond or policy shall include coverage for theft and mysterious disappearance.
- e. The bond or policy shall contain no requirement for arrest and conviction.
- f. The bond or policy shall cover loss outside the premises of the Arizona Game and Fish Department.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

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2. The Contractor's insurance coverage shall be the primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to Barbara Jewett, Arizona Game and Fish Department, 2221 West Greenway Road, Phoenix, AZ 85023, and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.


All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Barbara Jewett, Arizona Game and Fish Department, 2221 West Greenway Road, Phoenix, AZ 85023. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-

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Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

#### **14. INDEMNITY**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.


This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

#### **15. CONFIDENTIALITY OF RECORDS**

The Contractor will establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the contract will be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information will be referred to the State. Contractor also agrees that any information pertaining to individual personas will not be divulged other than to employees or officers of the Contractor needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.

#### **16. ORGANIZATION - EMPLOYMENT DISCLAIMER**

The agreement is not intended to constitute, create, give to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in agreement. The parties agree that no persons supplied by the Contractor in the performance of the Contractor's obligations under the agreement are considered to be State employees, and that no rights of State civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the State harmless with respect thereto.

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#### **17. ADA COMPLIANCE**

The Contractor will comply with the Americans with Disabilities Act of 1990. (Public Law 101-336) and the Arizona Disability if 1992 (A.R.S. § 41-1492 et. Seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made within 72 hours prior notice.

If you require special accommodations, please contact the individual listed on the front page of this document.

#### **18. CIVIL RIGHTS NOTIFICATION**

The Arizona Game and Fish Department prohibits discrimination on the basis of race, color, sex, national origin, age, disability in its programs and activities. If anyone believes they have been discriminated against in any of the department programs or activities, including its employment practices, the individual may file a complaint alleging discrimination directly with the department Deputy Director, 2221 W. Greenway Rd., Phx., AZ 85023, (602) 789-3290, or the U.S. Fish and Wildlife Service, 4040 N. Fairfax Dr., Suite 130, Arlington, VA 22203. If you require this document in an alternative format, please contact the department Deputy Director as listed above or call TTY at 1-800 367-8939.

#### **19. CIVIL RIGHTS ASSURANCE STATEMENT**


The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the recipient on the basis of race, color, national origin, age, sex (in educational activities) or disability.

NOTE: An Assurance Statement will be required to be signed by an individual, private organization, or institution receiving fish and wildlife conservation assistance under the following circumstances:

- A. If the premises are at any time opened to the public.
- B. If Hunter or Aquatic Resource Education, or any other information/education program sponsored by department, is held on private property.

#### **20. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.


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## 21. INCLUSIVE OFFERORS

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for a percentage of construction or paving services. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

## 22. FEDERAL IMMIGRATION AND NATIONALITY ACT

The contractor(s) shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor(s) shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor(s) and/or any subcontractor(s) be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, cancellation of contract and suspension and/or debarment of the contractor.

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**1 Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 “Attachment” means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 “Contractor” means any person who has a Contract with the State.
- 1.5 “Days” means calendar days unless otherwise specified.
- 1.6 “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 “Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 “Procurement Officer” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 “Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 “State” means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 “State Fiscal Year” means the period beginning with July 1 and ending June 30,


**2 Contract Interpretation**

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

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- 2.3.1 Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.
  
- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
  
- 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
  
- 2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
  
- 2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
  
- 3 Contract administration and operation.**
  - 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
  
  - 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
  
  - 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
  
  - 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
  
  - 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
  
  - 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

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3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

**4 Costs and Payments**

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.


4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.



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4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

- 4.5.1 Accept a decrease in price offered by the contractor;
- 4.5.2 Cancel the Contract
- 4.5.3 Cancel the contract and re-solicit the requirements.

## 5 Contract changes

5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 6 Risk and Liability


6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

### 6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

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6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

**7 Warranties**

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.


7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

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7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000.

7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.


7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.


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## 8 State's Contractual Remedies


- 8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2 Stop Work Order.
- 8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

## 9 Contract Termination

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

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- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 Termination for Default.
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 10 Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- 11 Arbitration**
- The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

	<b>V. PRICE SCHEDULE</b>	Arizona Game and Fish Department Purchasing Office 2221 West Greenway Road Phoenix, Arizona 85023-4399
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The Offeror will provide a price on all services listed below. Any offer will include a firm, fixed guaranteed, not-to-exceed price.

1. Percentage of return to the department for operating the Ben Avery Main Shooting Range \_\_\_\_\_ %
2. Percentage of return to the department for operating the Clay Target Center \_\_\_\_\_ %
3. Percentage of return to the department for operating both the Ben Avery Main Shooting Range and the Clay Target Center \_\_\_\_\_ %

**Vendor Certification:**

1. SMALL BUSINESS (Please check all that apply)

A small business concern is defined as a business, including its affiliates, which is independently owned and operated; is not dominant in the field of operations in which it is bidding on State contracts; and can further quality under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administrations.

☐ This company is a small business concern.  
☐ This company is not a small business concern.

2. MINORITY BUSINESS ENTERPRISE (Please check all that apply)

A minority business enterprise is defined by Section 3 of the Small Business Act as a small business that is owned and controlled by one or more minorities or women. Owned and controlled means a business that is at least 51 percent owned by one or more minorities or women. In the case of a publicly owned business at least 51 percent of the stock must be owned by one or more minorities or women and the management and daily business operations must be controlled by one or more of said individuals. Minority group members shall consist of those groups defined under Section 8 (a) of the Small Business Act.

☐ African American      ☐ Native American  
☐ Asian                      ☐ Other  
☐ Hispanic                  ☐ Woman-Owned



## V. EXHIBIT I

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### REFERENCES

1) Company: \_\_\_\_\_ Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Project Description: \_\_\_\_\_

2) Company: \_\_\_\_\_ Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Project Description: \_\_\_\_\_

3) Company: \_\_\_\_\_ Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Project Description: \_\_\_\_\_

The references listed above will be purchasers/users of the material and/or service(s) bid, or will be directly related to or able to comment directly upon the Offeror's qualifications as they relate to the service(s) bid. The contact person will be someone who has responsibility for the operation of the material and/or service(s), or someone who has direct knowledge of the Offeror's qualifications as they relate to the service(s) bid. References from the western United States are preferred.



## V. EXHIBIT II

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### PERSONNEL STAFFING

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
1. _____ Name  _____ Title	
2. _____ Name  _____ Title	
3. _____ Name  _____ Title	
4. _____ Name  _____ Title	
5. _____ Name  _____ Title	

**\*Attach a resume for each individual, plus a “brief” of all projects similar to the service(s) bid in which each individual has had actual “hands-on” experience.**




	<b>V. EXHIBIT III</b>	Arizona Game and Fish Department Purchasing Office 2221 West Greenway Road Phoenix, Arizona 85023-4399
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**NARRATIVE ON THE APPROACH TO THE SCOPE OF WORK**

(OFFEROR SHOULD RESPOND TO THE SCOPE OF WORK POINT BY POINT, BY NUMERICAL REFERENCE, IF NECESSARY)



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## Business Information Questionnaire

Offerors are required to complete this questionnaire. The information will be used to evaluate your experience and qualifications.

Offeror's Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Official Representative: \_\_\_\_\_  
 Telephone No: \_\_\_\_\_  
 Fax No: \_\_\_\_\_

The undersigned has completed this questionnaire and authorizes the bank, surety, subcontractor, supplier or any other persons, firms or corporations named herein to furnish any information the state may request concerning the offeror, including performance on previous work, credit standing or other related matter as herein disclosed. The undersigned releases any and all such parties from legal responsibility for having furnished such information to the State in its evaluation process in regard to the subject Request for Proposals.

Offeror: \_\_\_\_\_  
 Authorized signature: \_\_\_\_\_  
 Name printed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_


### Type of organization (Check one and provide the requested information)

**( ) Corporation:**

When and where incorporated: \_\_\_\_\_  
 Has the corporation done business in Arizona? Yes ( ) No ( )  
 If yes, when and where? \_\_\_\_\_  
 Federal I.D. No.: \_\_\_\_\_  
 Primary nature of business: \_\_\_\_\_  
 Annual gross: \_\_\_\_\_  
 Number of employees: \_\_\_\_\_ \$

**( ) Partnership:**

Date of organization: \_\_\_\_\_  
 General Partnership ( ) Limited Partnership ( )  
 Has the partnership done business in Arizona? Yes ( ) No ( )  
 If yes, when and where? \_\_\_\_\_  
 Social security number: \_\_\_\_\_  
 Primary nature of business: \_\_\_\_\_  
 Annual gross: \_\_\_\_\_ \$  
 Number of employees: \_\_\_\_\_

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**( ) Joint Venture:**

Date of organization: \_\_\_\_\_

Has the joint venture done business in Arizona? Yes ( ) No ( )

If yes, when and where? \_\_\_\_\_

Names and addresses of joint venture members: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

_____	_____
_____	_____
_____	_____

Federal I.D. Number: \_\_\_\_\_

Primary nature of business: \_\_\_\_\_

Annual gross: \$ \_\_\_\_\_

Number of employees: \_\_\_\_\_

**( ) Sole Proprietorship:**

Name in full: \_\_\_\_\_

Address: \_\_\_\_\_

Have you done business in Arizona? Yes ( ) No ( )

If yes, when and where? \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Primary nature of business: \_\_\_\_\_

Annual gross: \$ \_\_\_\_\_

Number of employees: \_\_\_\_\_

**Financial References:**

Provide references with whom you have conducted financial transactions. The references named must have knowledge of your debt payment history. Example: bank loan, equipment suppliers, etc. At least one (1) reference must be a financial institution.

Firm name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact person: \_\_\_\_\_

Nature of financial transaction: \_\_\_\_\_

Dates of operation: \_\_\_\_\_


Gross sales: \$ \_\_\_\_\_

Firm name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact person: \_\_\_\_\_

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Nature of financial transaction: \_\_\_\_\_

Dates of operation: \_\_\_\_\_

Gross sales: \$ \_\_\_\_\_

Provide name of accountant, CPA, bookkeeper or other person/entity responsible for maintaining  
Offeror's books and financial data:

Firm name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact person: \_\_\_\_\_



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### PROPOSED Ben Avery Shooting Facility OPERATION:

#### In regard to anticipated revenue from the Ben Avery Shooting Facility operation, specify:

Estimated gross receipts for:

Admission fees: \$ \_\_\_\_\_

Estimated gross receipts for other activities (list them):

\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_

#### In regard to developing and enhancing the Ben Avery Shooting Facility operation:

Estimated cost of improvements: \$ \_\_\_\_\_

Estimated cost of equipment: \$ \_\_\_\_\_

Estimated other start-up costs: \$ \_\_\_\_\_

\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_

#### In regard to initial financing, check all that apply:

( ) Personal Funds in the amount of \$ \_\_\_\_\_ Identify source of funds.  
(Example: Savings, bonds, cash, etc.) \_\_\_\_\_

( ) Lending institution in the amount of: \$ \_\_\_\_\_ Provide specifics of financing  
plan, including name of financial institution. Example: Line of credit and amount, secured or  
unsecured loan, short-term or long-term, etc.) \_\_\_\_\_

( ) Other funds in the amount of \$ \_\_\_\_\_ Identify source of funds. (Example:  
Grants, donations, etc.) \_\_\_\_\_

### OTHER FINANCIAL RELATED DATA:

Have you declared bankruptcy? Yes ( ) No ( )

If yes, provide data, court jurisdiction, and a brief summary of details: \_\_\_\_\_





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### ARIZONA GAME AND FISH DEPARTMENT

#### STATEWIDE SHOOTING RANGES PROJECT W-98 BEN AVERY SHOOTING FACILITY 10-Year Management Plan

FEBRUARY 2001

CARL COWLEY





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The Arizona Game and Fish Department prohibits discrimination on the basis of race, color, sex, national origin, age, disability in its programs and activities. If anyone believes they have been discriminated against in any of the AGFD's programs or activities, including its employment practices, the individual may file a complaint alleging discrimination directly with the AGFD Deputy Director, 2221 W. Greenway Rd., AZ 85023, (602) 789-3290 or U.S. Fish and Wildlife Service, 4040 N. Fairfax Drive, Suite 130, Arlington, VA 22203. If you require this document in an alternative format, please contact the AGFD Deputy Director as listed above or by calling TTY at 1-800-367-8939.





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### INTRODUCTION

The Black Canyon shooting Range was created as a result of the efforts of Arizona's shooting enthusiasts in the late 1950's. The Game and Fish Commission's role in the project was to secure the lands needed for range development. The range opened for operation in 1960 under the direction of the Maricopa County Parks Department. In 1992, in honor of its originator, the Black Canyon Range was renamed the Ben Avery Range. In 1995, during negotiations to renew the 25-year lease to operate the site, Maricopa County chose to relinquish control and operation of the facility. As a result, the Arizona Game and Fish Commission directed the Department to takeover range operations in the hope of obtaining a new manager for the property. During the initial transition period, the Commission received intense public pressure, including a petition with more than 3,000 signatures for the Department to continue its management role. The Commission complied with these requests and in order to reflect the wide variety of opportunities offered at the site, the Department renamed it the Ben Avery Shooting Facility.

The range's hours of operation for public use are 7 a.m. to 7 p.m., Wednesday through Sunday. On Monday and Tuesday, the range is reserved for police and military training. Consequently, the Ben Avery Shooting Facility is open seven days a week (78 hours a week). According to gate receipts, the facility has experienced a 210% increase in shooter days, from 57,015 in FY 96-97 to over 120,000 in fiscal year 99-00. Over that same time period the number of user groups at the range has increased from 65 to 180. Income has increased from \$237,508 to \$346,411 in fiscal year 99/00.

The highest use months are October and February. The October peak occurs at the Main Range and consists of public shooters who are practicing and sighting-in for the fall hunts. The February peak occurs due to competitive shooting events. For example, during the first weekend of February 2000 approximately 1,300 competitors participated in structured events (e.g. Kachina Open, International Bowhunter's Organization Annual Shoot, Cowboy Winter Range, Cowboy Mounted Shooter Event, Washington's Birthday Match and Cactus Cappers Territorial). During these events, a parking lot count estimated that approximately 6,000 spectators were on hand to view competition.

The Ben Avery Shooting Facility has enjoyed a tremendous increase in use and reputation over the past five years. The Department has invested well over 2.8 million dollars in the range to improve safety, customer service, and operational elements. There is an opportunity for the Department to continue to improve the facility and meet the needs of the recreational shooting sports community in Arizona. This 10-Year Plan begins to identify base resources, major facility needs and the key project elements of future growth.

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## GOALS

The following long-term strategies for the operation and management of BASF were developed in consultation with shooters, national firearms organizations, and the Director's Office. In our view, these strategies have directly contributed to the facility's success, and continue to serve as direction to future projects and activities. The established goal for the Ben Avery Shooting Facility is as follows:

To provide citizens with a safe environment to participate in the shooting sports with emphasis on: Firearms Safety; Hunter Education; Hunter sight-ins; Junior programs; New Shooter Programs; Competitive Events; Spectator Participation; Community Outreach; Firearms Training; Proficiency and Safe Use of Firearms and Other Hunting Equipment; Wildlife Management; and Public Information, by the Operation and Maintenance of Buildings, Structures, and Infrastructures at the Ben Avery Shooting Facility.

### A. Federal Aid Mandates

In July 1996, the Department began a new Federal Aid Project entitled Statewide Shooting Ranges Project, W-98. This project has three main activities: Statewide Ranges, Shooting Range Development Grants, and the Ben Avery Shooting Facility. Although it is administered under the umbrella as part of the Project, the Shooting Range Development Grants program is not a federally funded program.

Real estate values at BASF are retained as state assets as are those improvements that predated the inception of the W-98 Project. Ownership of elements of the range that have been redeveloped under the new Federal Aid Project are now vested in the W-98 Project. Revenues generated by the facility are treated as federal aid project income. As a result, they must be expended on actions eligible under the Pittman-Robertson Wildlife Restoration Act. At the present time, all revenues are returned to the Statewide Shooting Ranges Project for project purposes.

As with all Federal Aid Projects, actions undertaken in W-98 must adhere to guidance documentation provided by the U.S. Fish and Wildlife Service. In addition, each project must comply with both federal laws (e.g. National Environmental Policy Act and Endangered Species Act), state laws and applicable Executive Orders. Federal Aid Projects operate under six year project narratives that must be approved by the U.S. Fish and Wildlife Service Division of Federal Aid and the Commission.

### B. Programmatic Job Objectives

The current Commission approved five-year Project Narrative for W-98, consists of the following jobs:

1. Statewide Shooting Ranges Administration
2. BASF Administration
3. BASF Operations
4. BASF Maintenance
5. BASF Redevelopment





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Operations at BASF are conducted under two strategies. Department personnel manage activities at the pistol, rifle, and archery ranges under the federal project with the aid of volunteers. Volunteer time at the facility is used as in-kind match to secure a portion of the federal aid funds used at the facility. On an annual basis, volunteers contribute approximately 16,000 hours of time. Operation and management of the trap and skeet ranges are conducted under contract, in essence a 10-year lease, by L.B. Chief, Inc.

The Ben Avery Shooting Facility operates with the priorities of safety, security, operations, public health and community relations. The Project objectives are subdivided among major management components named "Jobs". They are as follows:

### JOB 2: Administration of the Ben Avery Shooting Facility

To administer the Ben Avery Shooting Facility as a focal point of a statewide range program. To operate and manage the facility (including the trap and skeet ranges – "Clay Target Center") with an emphasis on range safety, facility security, fire protection, facility sanitation, facility maintenance, facility operations including public user groups and volunteer coordination, scheduling, cooperative agreements, public firearms education, development of long range plans, and public use. BASF management priorities have been established as Safety, Security, Operations, Public Health, and Community Relations.

### JOB 3: Operation of the Ben Avery Shooting Facility

To operate the Ben Avery Shooting Facility as a safe complex for shooting oriented programs including: scheduling of competitive events, training, hunter education, sight in services, buildings, and campsites; oversight of safe shooting programs; community outreach and spectacular services; community involvement via donation and volunteer efforts; coordination with approximately 180 user groups; public information and relations; wildlife information programs.

### JOB 4: Maintenance of the Ben Avery Shooting Facility

To maintain the Ben Avery Shooting Facility as a safe complex for shooting oriented programs, and provide acceptable standards for facility safety, facility security, and safe public use.

### JOB 5: Redevelopment of the Ben Avery Shooting Facility

To redevelop the Ben Avery Shooting Facility with on-site projects designed to reduce maintenance costs, improve safety of the users and security of the facility, increase numbers of concurrent users, increase efficiency, and improve safe firearms, archery, and outdoor public education and recreation.



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### RESOURCE MANAGEMENT EMPHASIS

The Ben Avery Shooting Facility is managed under a professional business approach designed to achieve positive revenue flow and reduction of overhead. Management programs use "pay as you play" fees and maximizes user group participation in set-up, oversight, and clean up of events. An overall emphasis is placed on providing a safe, quality facility while maintaining reasonable user fees.

Emphasis for property management at the facility must focus on providing a safe and quality range experience, proposed development actions are not undertaken until the requirement of all applicable environmental protection statutes have been adequately addressed.

### RESOURCE DESCRIPTION

The BASF is the largest governmentally operated recreational shooting complex in the world. BASF consists of five major operational components: Rifle and Pistol Ranges, Archery Ranges, Shotgun Ranges, Education Areas, and Administrative Areas.

#### A. Physical Range Elements

##### 1. Rifle and Pistol Ranges

**Main Range** – The Main Range is the supervised public range and consists of 53 firing points with concrete shooting tables. Targets frame holders are provided at 5, 10, 15, 25, 50, 100 yards, and 16 points out to 200 yards. Lighting is provided at 30 points for nighttime use. Facilities at the Main Range include an air-conditioned training room that seats 24 students, a Volunteer lunch center, and restrooms. In addition, a playground is provided for children who are not shooting.

**Competitive Ranges** – Closed to unsupervised shooting, these ranges are rented for shooter day fees to groups and clubs that are registered with the facility (User Groups). There are approximately 180 User Groups registered with BASF. Elements in this category include:

**Air Gun Range** – This is an indoor range with evaporative-cooling and lights with 30 shooting points for air pistol and air rifle shooting.

**Smallbore Range** – This is a 100-point covered 100-yard range with 30 points for night shooting, air-conditioned classroom that seats 24 students and restrooms.

**2700 Bulleye Pistol** – This range is a 20-point covered 50-yard pistol range with turning targets. The range is lighted for night shooting events. Additional facilities include an air compressor and air compressor storage building.

**International Pistol** – This facility includes five bays and is a covered 25- meter turning target range for International Pistol events and practice.



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**Pistol 1 and Pistol 2 Ranges** – These are two 20-point 25-yard uncovered ranges, designed for overflow use associated with training classes.

**Running Boar Ranges** – This range has two 50-yard running boar ranges with two shot houses, two storage houses and a one motor room. Target carriers run on rails at speeds of 2.5 or 5 miles per hour.

**High Power Range** – One of only a few 1000 yard ranges in the western states, this range consists of 50 points with counter balanced target frame holders, a target house and firing points at 100, 150, 200, 300, 500, 600, 800, 900, and 1000 yards. Restrooms are provided at the target house and at the 600-yard firing line.

**Rifle Silhouette Range** – Providing both high power and rim fire silhouette targets at various distances out to 500 meters, this range has a covered firing line with independent rifle stands. In addition, the facility has three shade canopies, an air-conditioned building which seats 24 students and restrooms.

**Department of Public Safety (DPS) Range** – Recently constructed for use by DPS and under lease from the Arizona Game and Fish Commission, this range is available to BASF use on weekends and other special event days. It has a shade cover at 100 yards and twenty-five firing points, with concrete firing lines at 3, 7, 15, 25, and 50 yards. Facilities include a metal storage building and port-a-potty.

**Benchrest Range** – This range is a covered range with 65 concrete shooting tables, and targets frame holders at 50, 100, 200, and 300 yards. There are four separate shade covers that cover the concrete reloading tables, an air-conditioned classroom that seats 24 students and restrooms.

**Practical Pistol Range** – Four 100-yard bays are provided at this range, two have covered shade areas and are lighted to support nighttime events. Support facilities include an air-conditioned classroom that seats 24 students and restrooms.

**Pistol Silhouette Range** – At this range the firing line is covered with an additional shade cover for spectators and an air compressor building. This range provides facilities for the National Rifle Association (NRA) Hunter pistol, International Handgun Metallic Silhouette Association (IHMSA) long-range pistol, and IHMSA smaller pistol and air pistol events. The NRA Hunter pistol range is air pressure operated with re-settable animals (30 each) at 45 yards, 50 yards, 75 yards, and 100 yards. The IHMSA long-range pistol provides ram targets at 200 yards.

## 2. Archery Ranges

**FITA (Federation International Tier de Arc) Range** – This international archery range can accommodate one hundred fifty shooters for international archery out to 90 meters and is lighted for night events.





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**Broadhead/Crossbow Flight Range** – Currently under development, this range will provide sandpits for broadhead and crossbow shooting at various distances. It will also provide two FITA practice target butts.

**Known Distance Range** – This is a covered range with target butts at known distances for public practice.

**Field Courses** – Six field courses are provided including three hill courses and three others in terrain that is more flat. Walking paths provide shots at various targets at marked distances.

**Picnic Area** – The picnic area has a shade cover, picnic tables and a playground. Additional facilities include an air-conditioned classroom for up to 24 students; a small room provides space for user group use and restrooms.

### 3. Shotgun Ranges

The shotgun facility is operated and managed by L.B. Chief, Inc., under a ten-year lease. The facilities include an air-conditioned building that contains a clubhouse, dining area, office, pro shop and restrooms. It has a shaded porch and patio area. The site also has a metal storage building.

Shot fields consist of 19 fields, five are trap only, ten are trap and skeet fields with woods skeet house, and four others include block skeet fields. Seven fields are lighted or night shooting. In addition one field is set up for "5 stand".

South of the clubhouse is a Sporting Clays field. Limited camping is allowed on the site for Clay Center patrons.

### 4. Education Area

Hunter Education and general public firearm training are integral elements of operational objectives for BASF. Education facilities at BASF are as follows:

**HUNTER EDUCATION AREA:** The area east of the Air Gun building has been set aside as a hunter educational area. It consists of a paved parking lot, a modular classroom building, a recreation area that includes Biscuit Flat Tank with (picnic tables, BBQ grills, and two deep pit BBQ's) and a Hunter Education simulated hunt trail.

**AGFD OHV TRAINING AREA:** On the southwest corner off the High Power Range, an OHV training area has recently been constructed. The area consists of a 300X300-foot OHV track with an inclined ramp. This facility will be used to provide training in the safe use of off highway personal vehicles.



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### 5. Administrative Areas

#### INFORMATION CENTERS:

BASF maintains two covered information kiosk centers. These outside bulletin boards provide public information on facility events and Department programs, as well as sites for information boxes.

#### CAMPGROUND

A 98-site campground is maintained for shooters utilizing the facility. Recently, 54-sites have been upgraded with 50-amp electric service, longer parking pads and an upgraded water delivery system. The campground has three separate bathrooms, with showers. An electronic night gate is provided to allow for late arrivals without sacrificing patron security. An additional 34 less developed sites are provided to accommodate overflow from major events. Finally, a dump station is provided for guests.

#### FACILITY OFFICE:

The Main Range Office provides administrative support to the Statewide Shooting Ranges Project, to BASF and to its customers.

#### FACILITY HOST AREA:

Twenty facility hosts live on the property during the winter months. Granite acres, the primary housing site for volunteers, consists of thirteen RV sites with water, power, and sewer hook ups. There are three additional host sites at the Archery Range, and one in the Campground.

#### STORAGE AREAS:

The facility has two equipment storage areas. The Air Gun area has an external shade canopy for trailer and other equipment parking as well as material bins. The Maintenance Compound consists of twelve storage buildings, a Maintenance Building, three RV pads; User Group trailer storage and a facility gasoline and diesel bulk fuel distribution tanks.

#### MAINTENANCE AREAS:

There are three maintenance buildings at BASF. The Air Gun Maintenance building has been remodeled to be our wood shop where all target frames are constructed, and as an equipment storage area. Tractors and gators are parked inside, and trailers are parked outside under a shade canopy.

The Maintenance Compound building is used as a welding and metal fabricating shop. Part of this building has been recently remodeled to provide laundromat facilities for the hosts and it also has a unisex restroom and shower.

The Archery Area has a large three bay maintenance shed. Target butts are constructed in this building.

#### STORAGE AREAS:

Twenty storage sheds are located on the property. One at the Clay Target Center for center use. Four are located at the Archery area for User Group storage. Two are in the High Power Pit for User Group Storage, and twelve are in the Maintenance Compound.





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Six of these are used by the facility, one by the Department's Law Enforcement Branch, and the remainders are for User Group use.

A metal storage building is located between the DPS and Benchrest Ranges.

#### ROADWAYS:

There are approximately 3 miles of paved roads on the property. They consist of three inches of chip seal.

#### GATES:

Five gates allow access to the property. Two are on the firebreak roads and do not provide public access. The other three provide access to the Shotgun and Archery ranges, High power rifle range, and the eastern part of the Facility. The internal east and campground gates have been upgraded, and two are electrically controlled to address facility security and regulate customer access.

#### B. Water Rights

Surface water rights at the facility are associated with three tanks that were formerly used in conjunction with a cattle operation. Ground water rights at the facility consist of two wells drawing water from over 300 feet to provide potable water. Based on an agreement made at the time of the land purchase, the facility is obligated to provide livestock water to an adjacent livestock operation. Maintenance improvements to the water system have resulted in a 45% decrease in water usage. Water quality is monitored monthly by the Fisheries Branch, which is our domestic water regulator. The wells pump the water to above ground storage tanks where it is pressurized to approximately 45 pounds per square inch (PSI), for distribution throughout the system.

#### C. Cultural Resources


In 1966, the Department contracted for a Cultural Resources Inventory of the property with AZTLAN Archeology, Inc. (AAI). All of BASF was surveyed up to the 1,700-foot contour level. A variety of cultural resource sites and features were located. Inventory data is used to ensure that cultural resources are not impacted by the facility use. Specific site locations and materials descriptions are not made available to the public in order to protect resource values.

#### D. Environmental Hazards

There are no known containment's at the facility other than lead, which is deposited and managed as a normal function of range operations. A hazardous materials survey of the facility was conducted on 1995 when operations were taken over from Maricopa County.

#### E. Legal Access/Easements

Legal access to the property is via Carefree Highway. Currently, there are two developed access points. Information on existing easements can be found in Appendix C. These easements include power line, telephone, waterline and transportation right-of-way leases.

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#### **F. Zoning/Deed Restrictions**

Detailed information regarding zoning issues and deed restrictions can be found in Appendix E. The major deed restrictions placed on the Commission owned shooting range lands has to do with the BLM property obtained through the Recreation and Public Purposes Act. As long as the Department utilizes the lands for the purposes they originally were conveyed to us for, we retain patents on the lands. Otherwise, they revert back to the Federal government. BASF lies within the city limits of Phoenix. The adjacent lands are currently zoned non-residential commercial.

#### **G. Fees**

There is no annual in-lieu tax fee associated with the property.

#### **H. Funding Source Restrictions**

Because this shooting facility is currently being operated and managed under a Wildlife Restoration Federal Aid Grant, various restrictions on funds allocation, allowable activities and income expenditures are in place. All expenditures of the Federal Aid Grant dollars allocated for the facility through the Statewide Shooting Ranges Project must conform to criteria and procedures established in the U.S. Fish and Wildlife Service Federal Aid manual. Because the facility is federally funded, all income generated by the facility must go back into the Statewide Shooting Ranges Project and be expended in the same year they are collected.

The base property has not been federalized and remains an asset of the Commission.

#### **I. Biological Resources**

##### **1. Habitat Description**

The 1,650-acre parcel is situated in an area known as Biscuit Flat on gently sloping terrain within the Basin and Range physiographic province of south central Arizona. The BASF is bordered along its northeast side by a small, unnamed mountain range that reaches a maximum elevation of 2,165 feet above mean sea level.

Several intermittent and permanent water sources are present in and near the project area, including Deadman Wash. Deadman Wash is an intermittent stream composed of numerous tributaries that are deeply dissected in areas, and heavily vegetated. Another intermittent, unnamed, smaller stream crosses the southeast portion of the property. Two other water sources present within the BASF are Palo Verde Tank and Biscuit Flat Tank.

Elevation within the flat portion of the BASF varies by about 100 feet over a distance of 2.25 miles, ranging from a low of 1,599 feet in the southwest corner to 1,700 feet along the east and north boundaries. The mountain rises to 2,165 feet on the northeast boundary. Soils in the area primarily consist of unconsolidated, alluviated sandy loams that contain inclusions ranging in size from cobbles to boulders. They can be classified as part of the Continental-Laterene-Pinaleno Association, which consists of deep, gravelly, medium-to-fine textured soils that occur on dissected alluvial fan surfaces.



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Vegetation is characteristic of the Arizona Upland Subdivision of the Sonoran Desertscrub Biotic Community. Major plants noted during a recent survey included velvet mesquite (*Prosopis velutina*), paloverde (*Ceridium sp.*), ironwood (*Olneya tesota*), ocotillo (*Fouquieria splendens*), creosotebush (*Larrea tridentata*), burrobush (*Hymenoclea salsola*), bursage (*Ambrosia deltoidea*), saguaro (*Cereus giganteus*), prickly pear (*Opuntia sp.*), Christmas cholla (*Optunia leptocaulis*), staghorn cholla (*Optunia versicolor*), chainfruit cholla (*Optunia fulgida*), teddy bear cholla (*Optunia bigelovii*), fishhook cactus (*Mammalaria sp.*), one barrel cactus (*Ferocactus wislizenii*). No endangered plant species occur on the property.

### 2. Wildlife

Mule deer (*Odocoileus hemionus*), coyote (*Canis latrans*), javelina (*Tayassu tajacu*), desert cottontail (*Sylvilagus auduboni*), Gambel's quail (*Callipepla gambelii*), Harris hawk (*Parabuteo unicinctus*), cactus wren (*Campylorhynchus brunneicapillus*), and great horned owl (*Bubo virginianus*) are some of the typical lower Sonoran Desert species that occupy the habitats at BASF. No endangered wildlife species inhabit the facility.


### RESOURCE VALUES/PROTECTION

The basic biological resource values at BASF are protected utilizing a variety of active management strategies. The primary strategy includes the requirement of the EA checklist process and at times the Environmental Assessment process on all development projects that involves land disturbance. This process ensures that potential impacts are identified and appropriate mitigation measures are incorporated into the project. All applicable federal and state environmental laws are followed. In addition, the facility is actively patrolled for resource violations by Department officers.

Facility improvement values are protected through a combination of law enforcement and management strategies. The Department maintains four commissioned peace officer positions on the BASF staff so that a law enforcement officer is available on-site when the facility is open. Additional law enforcement support is available from the Phoenix Police Department and Maricopa County Sheriff's Office. Response time from external agencies is still quite long.

Primary fire protection on-site is available from the Phoenix Fire Department. Additional fire suppression equipment is maintained on-site by the Department. A comprehensive set of use rules and regulations has been established for the facility. Extensive signage is provided and safety videos are used on the main range for first time users. BASF staff and the volunteer cadre all place a high priority on safety resource protection as part of their routine activities.



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## LAND USE AND MANAGEMENT

The BASF complex covers over 1600 acres. It is the largest public shooting facility in the country. Approximately 33% of the range area is currently covered by active ranges or support facilities. About 33% of the land can never be developed due to terrain constraints and the other third of the range can only support specific types of activities due to sound, lead or other site management issues.


The Department has developed a long-term view of the facility based on user demands, enhancement opportunities, safety/best management practices, Agency space needs and the Commission's direction to explore commercial development opportunities for Commission-owned lands at BASF.

A generalized land status map has been developed showing the major land use zones proposed for the facility. Those major land use categories include: existing and future shooting ranges; new facility administrative zones; clay target expansion zone; commercial development zones; and AZGFD space needs. The map is contained in Appendix I.

Three primary purposes were used to guide the identification of proposed land use zones. First, the areas for enhancement of existing ranges or the development of new ranges are directly tied to customer demands and opportunities to expand recreational shooting sites for the public. This also includes identification of an area appropriate for the expansion of the clay target operation currently under lease. We have yet to experience a significant decline in demand for ranges but have experienced frequent times where we could not meet user demand due to the limited range and space availability.

The second guiding purpose is to explore opportunities to develop buffer lands for economic development. Facility lands adjacent to Carefree Highway offer the Commission an opportunity to develop leases for compatible commercial uses that could return revenue to further support shooting range activities and complement range operations. Additional small parcels of land adjacent to the existing facility infrastructure shall also be considered for economic development as part of the long-term site development process.

The third guiding purpose is to identify and set aside from other buffer development lands that could support AZGFD space needs. Examples of uses that have been considered include: moving Adobe Mountain Wildlife Center; moving the Phoenix Office complex; building a public outreach center including an interpretive center and auditorium and storage space for the Department's heavy equipment and construction materials. This zone may also include additional administrative infrastructure required for expanded facility use at the BASF site such as a centrally located customer service office and parking lot.

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## NEEDS ASSESSMENT

### A. Urban Encroachment

For the last 28 years, BASF has been a rural range, with rural range attitudes and construction design. The area around BASF is rapidly under going transition to an urban area. As a result, immediate steps are necessary to prepare the range for future use. With the proper planning and allocation of resources, the range can operate in its present location indefinitely. Strategies that can be immediately employed to ensure continued operation of the facility are as follows:

1. Be proactive with internal projects to eliminate safety issues. This can be done in two ways; design and build adequate safety berms and backstops, and strictly enforce existing safety rules.
2. Keep customers informed of issues and maintain satisfied customers: The agency must vigorously oppose developments or projects that threaten continued use of the facility.
3. Become a member of the community, and a good neighbor. We have joined the Chamber of Commerce, Greater Phoenix Convention and Visitor's Bureau, Arizona Small Business Association and participate in their activities.
4. Interact with local planning commissions and boards. Due to agency efforts, the City of Phoenix has officially recognized BASF as a valued asset. The Gateway Planning Commission has written a letter to the State Land Department requesting their assistance in protecting BASF. We must strive to keep the zoning around BASF as non-residential commercial.
5. Propose legislation that will protect BASF and other ranges from nuisance litigation.
6. Acquire state lands west and north of BASF to protect from residential encroachment to provide nuisance noise buffers and protect down range safety zones.
7. Build sky baffles and noise attenuation devices: Once encroachment occurs, the range can stay on site with the addition of expensive bullet traps (called sky baffles) and noise attenuation devices. Both of these will be extremely expensive particularly considering the large number of BASF ranges. On a cost-effective basis it would be cheaper to acquire the state land north of the Facility if it became available, as an alternative to building sky baffles.



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Known encroachment issues are as follows:

- The development of a large residential area east of I-17.
- Construction of Maricopa County frontage road along I-17.
- The widening of I-17 to eight lanes.
- The construction of an expanded interchange at I-17 and Carefree Highway.
- The widening of Carefree Highway from 200 feet to 300 feet to accommodate four lanes of traffic.
- The extension of 59<sup>th</sup> Avenue from Glendale to BASF Southwest boundary.
- The establishment of a hiking and horseback trail along BASF west boundary and proposal to build a parking Ramada for the trail immediately adjacent to the trap and skeet ranges.
- Enlargement of Pioneer Village RV park State Land lease.
- Construction of a City of Phoenix waterline from Lake Pleasant to east of the facility.

Potential Encroachment issues include:

- Rezoning and sale of the State Land on south, west and north boundary to residential development.
- Transfer of the State land on the west, south and north boundary to real estate developer.
- A proposal to develop a hiking trail along Deadman Wash from Glendale to Anthem. This goes through the middle of the Facility.

#### B. Safety

Safety is the number one operational and management issue at the BASF. Two potential ways to ensure safety include physical and mechanical devices and user behavior modification. No range can be designed to be 100% safe, thus safe ranges are a combination of design and effective safety rules.

In 1995, the Department contracted with the National Rifle Association's Range Technical Team Advisors for a safety review of the facility. All safety issues identified in that review have been corrected. Actions taken to resolve deficiencies included structural improvements and modification of operational procedures. That study can be found in Appendix G.

The following are a list of current safety issues, identified by range staff by applying recommendations in the NRA Range Source Book, that should be addressed:

##### 1. BACKSTOPS

Backstops on the Pistol Silhouette, Benchrest, Rifle Silhouette, High Power Rifle, Running Boar, Pistol Ranges, and Smallbore Range do not meet NRA standards for backstops. Of these, the Running Boar backstops may be the highest priority for reconstruction.





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### 2. LATERAL BERMS AND UNRESTRICTED FIELDS OF FIRE:

There are no lateral berms between Benchrest, Rifle Silhouette, Highpower Rifle or Pistol Ranges. Without lateral berms, a 10-degree safety zone must exist between ranges. Currently, the Benchrest range and the Highpower Range do not have lateral berms. As a result, when the High Power range is in use beyond the 300-yard shooting other facilities are impacted. These impacts require that we close six ranges, the internal roadway system, 12 campground sites, and regulate shooting relays on Rifle Silhouette. In addition, some existing lateral berms are of soft dirt and need to be redressed every three years. The berms need to be better stabilized.

### C. Infrastructure

#### 1. Customer Demands

Our User Groups have grown from 65 to 180 since project inception, and shooter days have increased 210%. The National Shooting Sports Foundation says that BASF is the fastest growing range in the country, both in programs and in customers. The demand for ranges is so great that we have instituted an event reservation program that occurs three months before the next event year for registered user groups. As growth and use of the facility increase, more full-time staff will be required to operate the facility.

#### 2. Americans With Disability Act (ADA) Compliance

The Engineering Section of Development Branch has completed an ADA survey of the facility. Repair and remodeling of ADA issues has already been started and will be further addressed as part of the BASF maintenance cycle, and are not detailed in this project section. The ADA report can be found in Appendix F.

#### 3. Fees

The current fee structure was determined in 1995 by a citizen advisory committee. It has five different fee schedules for various daily-shooting activities. The fee structure is cumbersome and creates continuous problems in fee collecting and invoicing. Building rental fees are very modest. Campground fees are very low for services provided. In late 2000, the facility began to automate the record keeping system by the development of an Access 97 database. Once this database is on line, the facility will be able to electronically analyze potential income by using historic revenue flows.



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In the previous fiscal year, BASF took in \$346,411 in fees. The breakdown of user fees is as follows:

Archery user day	\$4
Commercial user day	\$8
Law enforcement user day	\$5
Main range	\$4
Competitive match user fee	\$2
Campground w/power per day	\$12
Campground wo/power per day	\$8
Vendors per day	\$15
Training rooms	\$25
Activity center ½ day	\$50
Activity center full day	\$100

These fees have not changed since 1995. The BASF staff feels that it would be appropriate, and supported by our user groups, to review these fees. A new fee structure proposal will be developed and provided to the public for comment in the fall of 2000. Implementation of the new fee structure is proposed for January 1, 2001.

Beginning with this planning cycle, fees will be reviewed every three years. Additional increases may be necessary to maintain the facility. In addition there may be increases in operation and maintenance needs, or redevelopment plans as well as inflationary concerns.

Attached to this page is the letter requesting Commission Action to raise fees, and the new fee structure as posted at BASF (pages 15A, and 15B).

This plan and fees underwent a three-month public review process. There was a Commission work session and a open house at BASF, as well as the Commission Meeting. BASF sent out a notice to all user groups that this issue was open for public review and discussion.

It is anticipated that these fee adjustments should generate approximately \$125,000 in additional fees on an annual basis. All increases in revenue will be dedicated to supporting shooting range activities through the Statewide Shooting Range Project with the first priority being reinvestment into BASF.





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#### MEMORANDUM

**TO:** Arizona Game and Fish Commission

**FROM:** Duane L. Shroufe, Director

**SUBJECT:** Fee/Use Increase Recommendation for BASF Effective

**DATE:** February 14, 2001

At your direction, the Department has developed a final recommendation for the Ben Avery Shooting Facility Fee/Use increases as discussed in the 10-Year Plan. I am ready to implement the new fee/use structure starting July 1, 2001.

The Department has taken into consideration Commission input from the previous two Commission meetings where public discussions were held. We have also integrated into the recommendation the comments from the various User groups and members of the public we heard from. In developing our final fee/use structure we continue to utilize four primary objectives to our fee/use increase proposal. They are:

1. Try to narrow the gap between income and expenses at BASF. Increase fees at a level that minimizes shooter resistance.
2. Try to increase fees proportional to use and/or required services from BASF staff or impact on other range use.
3. Try to simplify the fee structure for administrative ease.
4. Implement a formal fee/use review every three years and factor in the inflation rate for the previous three years as a base increase.

#### NEW PRICE STRUCTURE RECOMMENDATION

<u>Range</u>	<u>Current Price</u>	<u>Use Factor</u>	<u>Increase(New Fee)</u>	<u>New Income</u>
Main Public	\$4	42,579	\$1(\$5)	\$ 42,579
Auxiliary	\$4	3,704	\$1(\$5)	3,704



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Archery	\$4	3,836	\$1(\$5)	3,836
Competitive	\$2	18,580	\$3(\$5)	55,740
Training/education	\$6	315	\$1 less(\$5)	-315
(Not-for-profit groups/organizations/agencies)				
Training/education	\$6	2,843	\$4(\$10)	11,372
(Commercial businesses)				
Commercial	\$8	New	\$50/year plus	1,500
(Non-Training related use or For-profit events)				
Law/military	\$5	2004	\$10/per shooter	
Building Use	\$25	267	0(\$5)	0
(Training rooms)				
Building Use	\$25	267	\$15(\$40)	4,005
(Activity Center 1/2 day use)				
Building Use	\$50	14	\$15(\$65)	210
(Activity Center full day use)				
Building Use	\$125	56	\$25(\$150)	1,400
(Activity Center full day use)				
Camping	\$12	956	\$13(\$25)	12,428
(With utilities)				
Camping	\$8	833	\$2(\$10)	1,666
(Without utilities)				
Day Vendors	\$15	75	\$5(\$20)	375
Night Use	None	150	\$10	1,500
<u>Total Increase</u>				<u>\$ 140,000</u>

The Department will also implement some additional administrative fee increases that will not affect the basic shooter nor significantly impact the overall fee increase. These fees will include cancellation fee, clean-up fee, room set up/take down fee and special activity/event use fees. All new fees would take effect July 1, 2001 and be provided to the User groups and posted for public as soon as I establish them.

If you have questions on any detail of this proposal, please contact Kerry Baldwin, Education Branch Chief at (602) 789-3237 for clarification.

DLS:kb



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### **ATTENTION BASF SHOOTERS** **EFFECTIVE JULY 1, 2001 THE FOLLOWING FEES WILL APPLY**

Our current fees have been in use since July 1995. A recent evaluation of these fees has indicated areas where adjustments are needed based on utilization, operational, and maintenance expenses. The Arizona Game and Fish Commission reviewed and endorsed this new fee schedule. Fees collected at BASF will continue to only be used on site to enhance and develop the facility. It is the intention of the Department to maintain this fee structure for three years and revise and adjust if necessary in 2004. A different fee structure exists for the Clay Target Center.

#### **SHOOTER FEES**

- DAILY FEE MAIN RANGE \$5.00/shooter/day
- DAILY FEE PRACTICE \$5.00/shooter/day
- DAILY FEE COMPETITION \$5.00/shooter/day
  
- DAILY FEE ARCHERY \$5.00/shooter/day
- DAILY FEE ARCHERY PRACTICE \$5.00/shooter/day
- DAILY FEE ARCHERY COMPETITION \$5.00/shooter/day
  
- DAILY FEE TRAINING/EDUCATION \$5.00/shooter/day
- DAILY FEE COMMERCIAL TRAINING/EDUCATION \$10.00/shooter day
- DAILY FEE LAW ENFORCEMENT \$5.00/shooter/day
- DAILY FEE JUNIORS NO FEE  
(17 and younger)

#### **BUILDING FEES**

- CLASS ROOMS \$40.00/day
- ACTIVITY CENTER \$65.00  
(Four hours or less)
- ACTIVITY CENTER \$150.00/day  
(More than four hours)

#### **CAMPING FEES**

- CAMPSITE WITH UTILITIES \$25.00/night
- CAMPSITE W/O UTILITIES \$10.00/night
- PRIMITIVE CAMP (special events only) \$ 5.00/night

#### **OTHER FEES**

- VENDOR FEE \$20.00/day
- NIGHT LIGHTING \$10.00/night
- FAILURE TO CANCEL \$30.00/incident
- CLEAN UP \$15.00/hour
- COMMERCIAL USE \$50.00 annual  
(Commercial use, profit registration and  
and not for profit events \$10.00/shooter/day  
that are not education/training)



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May 30, 2001

To our customers of the Ben Avery Shooting Facility,

Please find attached the new fee structure, which will be going into effect on July 1, 2001. As you may know, the current fees have been in use since at least July of 1995. In these five years, the Game and Fish Department has expended almost one million dollars into the facility as redevelopment projects. When we started this operation, it was our initial plan to evaluate the fees, analyze our income and make adjustments based on use and expenditures. The need for this evaluation was also obvious during the process of writing our Ten-Year Development Plan. In order to accomplish future projects and keep up the current level of services an increase of fees was necessary.

Due to our management practices, your support, and increased shooters (up over 220% since 1995), we have been able to decrease facility operating costs from \$17 a shooter day to presently around \$2 a shooter day. This is \$2.00 above facility income. After hosting some public meetings and obtaining public review of the Ten Year Development Plan, the Arizona Game and Commission reviewed and endorsed these fees. All of the BASF fees collected remain on the property and will continue to do so. These fees will remain in place until 2004 when we reevaluate them again.

If you have any questions concerning these fees, please feel free to contact me at my office (623.582.8313) or on line at [basf@qwest.net](mailto:basf@qwest.net). I would like to take this opportunity to thank each and every one of you for your support and encouragement. It has been a fun and productive five years, and we are looking forward to more of the same.

Keep your powder dry,

Don Turner, Chief Rangemaster  
Ben Avery Shooting Facility

A handwritten signature in dark ink, appearing to read "Don Turner", written over a light, textured background.





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### 4. Water Delivery System

Two wells provide water to the facility. Well #1 is located near the campground in an area of ground subsidence. As a result, the output pipe is warped. This well provides water to over 70% of the property. Over the last four years, staff has repaired breaks in approximately 15 different locations. In addition, the in-line valves were not exercised during the tenure of the Maricopa County Parks Department and they are now frozen open. During repairs, more than half of the range is without water. In some instances, the well must be turned off and the lines drained just to replace a faucet washer.

### 5. Roadways and Parking Lots

Roadways and parking lots at Hunter Education Area, Smallbore Range, Main Range, and Shotgun Range are all composed of three-inch chip seal. Currently many areas are in need of repair. Most parking lots are covered with gravel or decomposed granite. The parking lots at the Archery Range and the 500-yard High Power Rifle Range are in need of additional gravel.

### 6. Access Points

The Main Entrance is slated for closure by ADOT when the new I-17 Interchange is built. The west gate on archery drive and the gate that leads into the Clay Target Center, and the High Power Rifle Range gate, are all sagging on their hinges. All have been repaired several times. There are three main gates in to the facility. During normal operation, all gates except the east gate are locked. One of the facility's significant management issues involves the fact that the main road runs through the middle of the High Power Rifle Range. When this range is in use at the 500-yard firing line and longer distances the road must be closed and customers are forced to drive around to the west side of the complex via the Carefree Highway. We have received numerous customer complaints about this issue.

### 7. Parking Lot Lighting System

Several complaints have been received regarding the lack of night lighting in the parking areas. On Thursday nights there are four scheduled shooting events at various ranges on property, additionally, the Activity Center is used on many occasions at night by user groups for meetings, training, and award ceremonies. In response to the complaints we have installed outdoor lights on several of the buildings.

### 8. Night Lighting for Evening Shooting Events

We have installed a limited number of spotlights on the Smallbore, Main Range, 2700 Range and the Practical Pistol Range. In addition, we have had customer requests to upgrade or add lights on Smallbore, Main Range, Archery, Practical Pistol A and B bays, to allow for night shooting. If we are to attain our objective of increasing the opportunity for junior shooting, it will be necessary to upgrade the lights at the Smallbore Range in order to be effective at a distance of 100-yards.



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#### 9. Buffer Zones

Due to its size, location and the current number of development that surrounds the facility, most of BASF is protected from noise complaints by desert buffer zones. However, the potential exists for problems at the shotgun facility and High Power Ranges. The western most trap house abuts the western property boundary and the 1000-yard firing line at the High Power Rifle Range is within 50-yards of Carefree Highway.

#### 10. Hunter Education Area

Biscuit Flat Tank is filled from runoff from I-17. Due to the normal silt load, the tank has a reduced storage capacity. The tank also has a porous bottom and does not hold water. During heavy runoff water flows over the parking lot to a downstream area between buildings (and into the buildings) and ranges.

A modular building unit is in place at the Hunter Safety Education Area, but construction has not been completed due to lack of water, sewer, and electricity hook ups.

Hunter Education classes are given preference for range time, when the activities are scheduled. However, it would be desirable to construct a dedicated range in this area.

#### 11. Granite Acres

BASF has a facility host program. In exchange for 20-hours of labor a week, volunteers may stay in a host site. Laundromat services are available in the Maintenance Compound building. Approximately 20 host sites exist on property.

#### 12. Campground

Although recently redeveloped, the campground has approximately 45 sites that require upgrading. In addition, roads and pads in the campground are dirt and need to be graveled.

#### 13. Smallbore Range

The backstop is seven feet high. NRA standards require a 20-foot backstop.

#### 14. Main Range

The Main Range has 30 lighted night firing positions. As use increases more nightlights will be needed.



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#### 15. Main Range Office

The Range Office is a converted classroom and was not designed to accommodate customers. The current office is inadequate to handle the volume of visitors and requested services.

#### 16. Pistol Ranges

These four ranges (2700 Pistol, International Pistol, Pistol 1 and Pistol 2) are under utilized due to the fact that they must be closed to shooting when the High Power Rifle Range is in use. In addition, not many shooters shoot the 2700 and International courses. Currently these ranges fill the need for additional sites when a demand for overflow exists at the Main Range and for CCW pistol classes. In addition, there is no shade cover on Pistol 1 and 2 nor do their backstops meet NRA standards.

#### 17. Running Boar Ranges

These two ranges are very specialized and use is limited due to use on the High Power Rifle Range and the Pistol ranges. Additionally, their backstops do not meet NRA standards.

#### 18. High Power Rifle Range

This range causes the greatest deal of operational problems on the facility. Due to the fact that there are no lateral berms, every structure and range within a 10-degree safety fan must be closed when shooting is occurring on this range. Conflicts exist with all adjoining ranges and 12 sites in the campground. Further, the backstop does not meet NRA standards. Closure of the roadway during events creates tremendous customer service and customer safety issues. For these reasons, no shooting on this range is allowed on weekends if the event has less than 12 shooters.

#### 19. Rifle Silhouette Range

Existing backstops do not meet NRA standards nor does it have lateral berms.

#### 20. DPS Range

This range has yet to be completed. DPS lease plans call for expanded shade cover, a classroom, and a five-point, 300-yard rifle range just west of their present range.

#### 21. Benchrest Range

Like the Main Range before the redevelopment project, this range "shoots uphill". As a result, many rounds strike the floor of the range before hitting the backstop, or skip over the backstop. The entire backstop does not meet NRA standards; however, the Department built a 10-point NRA standard backstop at a cost of \$50,000.





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There are no lateral berms. Two of the existing shade covers do not cover the firing line and are provided for loading stations during competition. On the east side of the range there are approximately 20 tables that have been designed for reloading. The tables on the west side have not been completed.

#### 22. Practical Pistol Range

This range consists of four shooting bays that extend to 100-yards. The range is heavily used and is the site of the Thursday combat pistol events. Bay A and B do not have shade covers nor night lighting. All four of these bays were redeveloped in 1999. We have received customer requests to provide shade covers for A and B, and provide night lights for A and B. We have also received requests to add an additional shooting bay.

#### 23. Pistol Silhouette Range

Recently remodeled, this range has air re-settable targets for its NRA Hunter Pistol animals. The User group would like to upgrade all the other targets in a similar fashion. They would also like night-lights, a water fountain, and a clubhouse with restrooms. The backstops do not meet NRA standards.

#### 24. Archery Ranges

The main parking lot needs more gravel and the road to the maintenance building over Deadman Wash is impassable when the wash flows. The broadhead flight range needs to be completed and ADA features installed. The building needs attic insulation.


#### 25. Shotgun Ranges

Issues with the Shotgun Ranges and their proposed solutions were presented to the Commission in February 2000. Two of those issues are directly tied to this 10-year plan. The first is the proposed expansion of the trap and skeet fields. The second involves the addition of a new sporting clay course. The locations where these two items are proposed for construction is currently in the buffer area and in an ephemeral wash, respectively.

### D. Economic Development

The potential exists for the Department to initiate a process with the Phoenix Economic Development and Planning staff to obtain commercial zoning on selected parcels at BASF. Income from development and leases associated with this venture could be used to subsidize the Statewide Shooting Ranges Project. As part of the Land Use identification element of this plan, two commercial development zones have been identified. See Appendix H. An internal committee has been formed to look into these issues.



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## **E. Administrative Development**

Over the years, the Department has expressed the desire to move the Adobe Mountain Wildlife Center, build an auditorium and move portions of the Phoenix Headquarters to the BASF property. It is anticipated that additional space requirements will be identified in the future. These administrative needs have been accounted for in general Land Use zoning.

### **DEVELOPMENT AND ENHANCEMENT OPPORTUNITIES**

Based on the Needs Assessment in the previous section, the following projects are recommended for completion. They are listed in their order of priority for facility safety, long-term site viability, compatibility with changing adjacent land uses, and overall operational needs. The BASF projects are listed separately from the projects identified for the Shotgun Ranges.

The projects are further delineated as Development, Administrative, or Enhancement projects.

A Development project is one that is an upgrade of base infrastructure or addresses an identified safety need. Generally they are considered a capital improvement.

An Administrative project is one that deals with the long-range viability of the range and uses by the Department for non-shooting range activities.

An Enhancement project is one that supports identified customer needs, operational objectives or is a long-term project that will help ensure the continued viability of the BASF complex.

Ultimately, each project will go through the Department's and the Statewide Shooting Range Project funding and project design processes. Actual costs and implementation timelines will be established. Projects may be combined and taken out of sequence based on construction phases, external funding opportunities and/or unexpected issues. Because cost estimates developed to date are so preliminary, for purposes of this plan they have been identified simply as High, Medium or Low. A High cost project might run over \$500,000. A Medium project could run from \$100,000 to \$500,000. A low cost project would run less than \$100,000.

Some of the identified projects could, and should, be constructed with user group dollars. Especially those that are identified as enhancement projects.

## **A. ADMINISTRATIVE PROJECTS**

### **1. PROPERTY PROTECTION AND SAFE ZONES**

Acquire state land lease of Pioneer Village, and Pioneer Village RV Park if they become available. Acquire a minimum one half-mile buffer of state leased land along west edge of BASF property. *Administrative project with a High cost estimate.*



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### 2. RANGE PROTECTION LEGISLATION

Introduce and support Legislation for range protection from nuisance noise Law suites.  
*Administrative project with a Low cost estimate.*

### 3. PLANNING AND ZONING

Interact with Planning and Zoning to keep the state land south of BASF limited to non-over night commercial use for at least one-half mile buffer. *Administrative project with a Low cost estimate.*

### 4. ECONOMIC DEVELOPMENT ZONES

Establish economic development zones for BASF and Statewide Shooting Ranges income; obtain leases from businesses compatible with the shooting range operation. Such as: gun shops, sporting goods stores, restaurants. Non compatibles are any businesses that allow overnight sleeping, attract transients, are garbage generators, or not in harmony with Department's Mission (such as a bar). *Administrative project with a Medium cost estimate.*

### 5. ADMINISTRATIVE DEVELOPMENT ZONES

Establish Department Administrative buffer zones for Department uses. *Administrative project with a Low cost estimate.*

## B. DEVELOPMENT AND ENHANCEMENT PROJECTS

### 1. UPGRADE HUNTER EDUCATION AREA AND FACILITIES

Hunter Education classes are increasing in frequency at BASF. Many conflicts exist between user groups because of increasing demand. We need to renovate Biscuit Flat Tank and use this material to construct two, 50 foot Hunter Education Ranges (backstop, safety walls, concrete pad and cover, bleachers, and storage shed) east of Biscuit Flat Tank. The Conservation Education building renovation needs to be completed. *Development project with a Medium cost estimate.*

### 2. HIGHPOWER RANGE SAFETY CONFLICTS RESOLUTIONS/STUDY

Complete an engineering study to determine what mechanisms are necessary to allow safe shooting on Pistol 1, Pistol 2, International Pistol, 2700 Pistol, and Rifle Silhouette Ranges while the Highpower Range is in use. *Development project with a Low cost estimate.*

### 3. HUNTER EDUCATION SAFETY FENCE

Construct a 4-strand smooth wire fence between the Hunter Education Area and the Small Bore Range to prevent students from walking in front of the firing line. Move the access gate west of the match fence. *Development project with a Low cost estimate.*

### 4. WATER LINE REPAIR

The transit water line from well number one north and west needs to be replaced with new pipe and new valves installed. The tank at well number one is settling, and needs a new foundation. *Development project with a Medium cost estimate.*



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#### 5. PROVIDE FOR MAIN RANGE OVERFLOW

Eliminate the International Pistol Range and the 2700 Ranges. Reconstruct them to a 30-point 50-yard pistol range with a long pistol bench; target frame holders at 5, 10, 15, 25, and 50 yards with turning targets at 25 yards. This would be used as an over flow range to allow pistol shooters to shoot when the Main Range is at capacity. It would be used in conjunction with the Main Range. *Development project with a Medium cost estimate.*

#### 6. HIGHPOWER RANGE SOLUTION

Based on the engineering study, construct berms necessary to eliminate the safety fan problem with the Highpower Range. Reduce the range to the eastern most 50 points. Construct two twelve-foot high lateral berms the full length. Construct a gravel road on the west side of the range, inside the west lateral berm to connect all firing lines to the target pit. *Development project with a High cost estimate.*

#### 7. BACKSTOP RESTORATIONS

Upgrade the backstops at Smallbore, 2700 Pistol, International Pistol, Pistol 1, Pistol 2, Running Boar, Rifle Silhouette, Benchrest, and Pistol Silhouette ranges to NRA standards (ed. note: the backstops at main range, practical pistol, and a 10 point section at Benchrest have been completed). *Development project with a High cost estimate.*

#### 8. RIFLE SILHOUETTE SAFETY FAN SOLUTION

Convert the Rams at 500 meters at Rifle Silhouette to an air cylinder reset system. A gasoline-powered compressor will be built in the target shed. This eliminates down range personnel during high power shoots. *Development project with a Low cost estimate.*

#### 9. HIGHPOWER RANGE BACKSTOP RESTORATION

Rebuild the High Power Range impact backstop to NRA standards. *Development project with a High cost estimate.*

#### 10. REDEVELOP BENCHREST RANGE

Regrade range to downhill slope of one and one-half percent. Use materials for construction of lateral berms on both sides, and rebuild backstop to NRA standards. Construct reloading tables under west canopy. *Development project with a High cost estimate.*

#### 11. ROADWAY RESTORATION

Resurface approximately three miles of internal roadways, and Hunter Education Parking Lot. *Development project with a High cost estimate.*

#### 12. PARKING LOT LIGHTING

Night-lights need to be installed at main entrance and at Smallbore, Main Range, and Practical Pistol ranges due to night shooting events. *Development project with a Low cost estimate*





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#### 13. CAMPGROUND REDEVELOPMENT

Upgrade remaining campground sites (46) with modern water and electricity hook-ups. Reorient the pads to allow for easier access. Upgrade all water heaters in three bathrooms. Fix drainage problems. *Development project with a Medium cost estimate.*

#### 14. HOST SITE COVERS

Acquire and install eight RV shade covers at host sites in Granite Acres. *Development project with a Low cost estimate.*

#### 15. MAIN RANGE OFFICE REMODELING

Remodel the facility office to be able to support the increased customer demands and new computer hardware. Remodeling will be designed to allow the use of the building as a pro shop when the office moves to a new site. *Enhancement project with a Medium cost estimate.*

#### 16. UPGRADE PISTOL RANGES

Upgrade Pistol 1 and Pistol 2, to three 50-yard pistol-training ranges, with new backstops, block safety walls, and covered shade canopy and water fountains. *Enhancement project with a Medium estimate.*

#### 17. PROVIDE NIGHT LIGHTING FOR EVENTS

Upgrade night shooting lights at Smallbore, Main Range, and Practical Pistol Ranges, to stadium type lights to allow shooting out to 100 yards. Upgrade night shooting lights at Archery Distance Range and add lights at Rifle Silhouette Range to allow night shooting. *Enhancement project with a Medium cost estimate.*

#### 18. CONSTRUCT NEW RANGES

- A. Construct a "Bay E" at Practical Pistol. *Enhancement project with a Low cost estimate.*
- B. Assist DPS in construction of their 300-yard rifle range with lateral berms on both sides. *Enhancement project with a High cost estimate. (User Project)*
- C. Construct an "Action Target" 50-yard pistol range east of the Smallbore Range this will replace the lost 2700 Pistol Range. *Enhancement project with a Medium cost estimate.*
- D. Finish construction on the Broadhead Range with multiple platforms and, ADA shooting stand. *Enhancement project with a Medium cost estimate.*
- E. Finish the canopy, clubhouse and storage building at the FITA Range. *Enhancement project with a Medium cost estimate. (User Project)*
- F. Allow construction of Mounted Cowboy Arena. *Enhancement project with a Low cost estimate. (User Project)*



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G. If Archery drive was relocated to the north and west of Calle Silhouette, two additional pistol bays (100 yards deep) could be added west of the Pistol Silhouette. *Enhancement project with a High cost estimate.*

H. An additional range can be added between Rifle Silhouette and High Power Rifle once the berms are in place. *Enhancement project with a Medium cost estimate.*

I. Build two Hunter Education Ranges in the Hunter Education area. *Enhancement project with a Medium cost estimate.*

J. Redevelop pistol ranges, add one new bay, replace International Pistol and 2700 Pistol with Main Range overflow pistol range out to 50 yards. *Enhancement or development project with a Medium cost estimate*

#### 19. BUILD FACILITY OFFICE/PUBLIC SERVICE CENTER

Construct Facility office at High Power entrance with parking lot. Eliminate all other facility access points and provide new main entrance with electronic gates and gatehouse. *Enhancement project with a High cost estimate.*

#### 20. PUBLIC ACCESS ROAD

Construct paved access roads to link the two sides of the facility from the office site, and eliminate all entrances except the new main entrance. *Enhancement project with a Medium cost estimate.*

#### 21. PROVIDE "PRO SHOP"


A customer service center providing firearms rentals, ammo, food, and supplies sales is needed at the Main Range. *Enhancement project with a Medium cost estimate.*

#### 22. ARCHERY BRIDGE

Install a vehicle bridge over Deadman Wash to allow vehicular and pedestrian access to the west side of the wash at Archery Drive during severe rainstorms and resultant run off. *Enhancement project with a Low cost estimate.*

#### 23. SKY BAFFLES

If the lands north of BASF are not acquired then massive sky baffles and eyebrows will have to be built on all ranges that allow rifle shooting. (Hunter Education, Smallbore, Main Range, Running Boar, High Power, Rifle Silhouette, DPS, Benchrest, Practical Pistol and Pistol Silhouette). *Enhancement project with a High cost estimate.*

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### C. SHOTGUN RANGES PROJECTS

Based on the Clay Target Center 10-Year Redevelopment Plan, which received Commission approval in the spring of 2000, the following projects were identified as Department responsibilities.

#### ISSUE #2: FIELD LIGHTING

Improve night-lights to seven fields during FY 2002, 2003 project years. *Enhancement project with a Low cost estimate.*

#### ISSUE #5: SHADE COVER LIGHTING

Install lights under four shade covers by FY 2000. *Enhancement project with a Low cost estimate.*

#### ISSUE #8: SECOND SORTING CLAYS LAYOUT

RECOMMENDATION: The area north of the present shot fall fields and south of the FITA rang is an excellent site for this new course. The contractor would have to provide "best management practices" for lead shot recovery from this area. Easy access is provided via the existing firebreak road. *Enhancement project with a Medium cost estimate.*

#### ISSUE #10: ADDITIONAL TRAP AND SKEET HOUSES

RECOMMENDATION: The justification for these additional fields is to host major events for short time use. It is not cost effective to use additional land for occasional use, especially where the additional land is already identified as a buffer area, and occurs in a major drainage. Recommendation is to fix the existing 19 fields and no expansion of the trap and skeet fields unless it is within identified Sport Clays expansion area. *Enhancement project with a Medium cost estimate.*

#### ISSUE #14: SECURITY FENCE

Construct a security fence (chain link or block) on south and west boundary of trap and skeet ranges by FY 2005. *Enhancement project with a Low cost estimate.*

### APPENDIX

- A. Project Map
- B. Land Status Maps
- C. Easements
- D. Clay Target Center Contract
- E. Property Deeds
- F. ADA Plan
- G. NRA Safety Review
- H. Land Use Zone Map





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## **APPENDIX A**

### **Project Map**



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## APPENDIX B

### Land Status Map



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### Ben Avery Shooting Facility

The Arizona Game and Fish Department makes no warranties, implied or expressed, with respect to information on these maps. Land ownership according to the State Land Department as of June, 1968.  
Map completed by: Habitat Branch

9/20/2000

- ☐ Private Lands
- ☐ State Trust Lands
- ☐ Game and Fish Commission
- ☐ Bureau of Reclamation
- ☐ Bureau of Land Management







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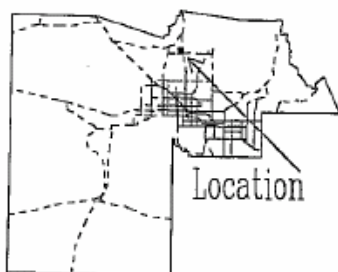
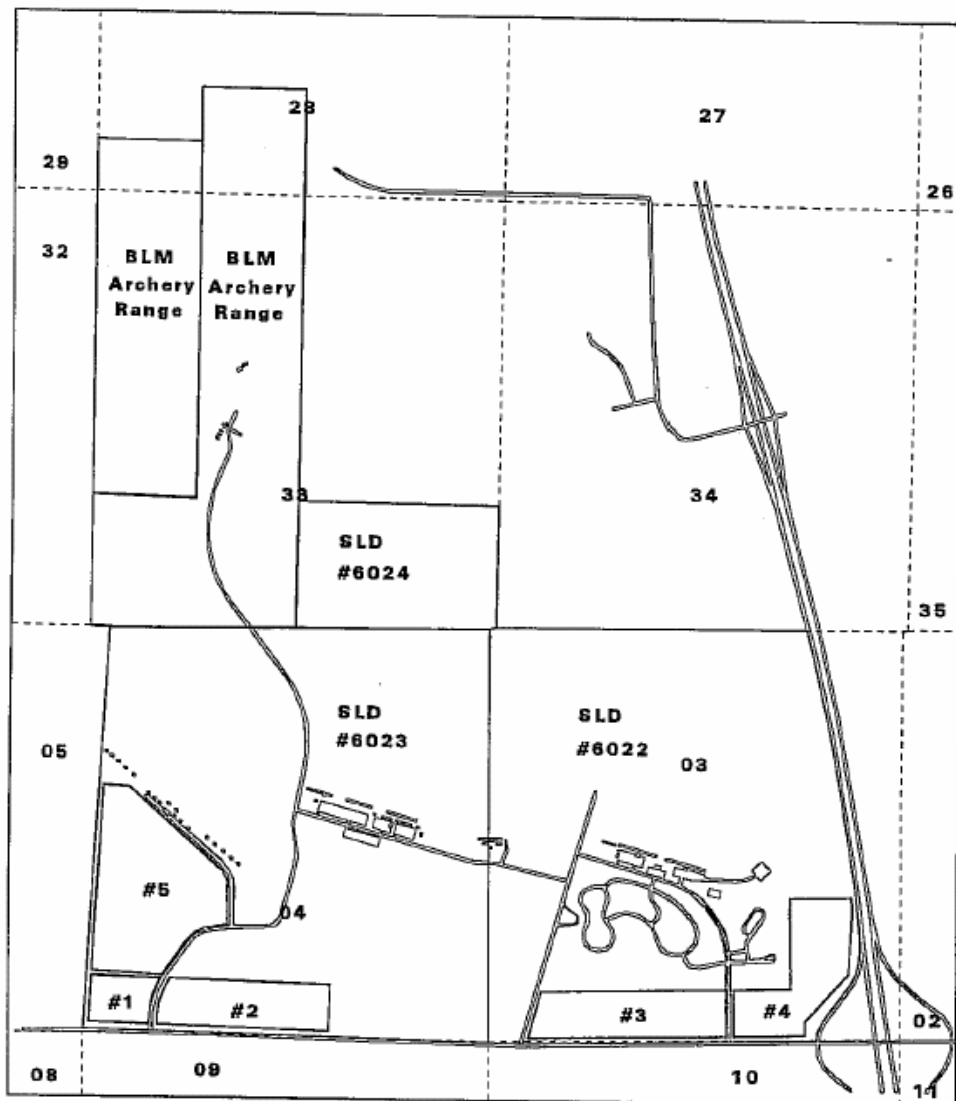
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# Ben Avery Shooting Facility

## EXHIBIT A



Scale = 1:24,000

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## **APPENDIX C**

### **Easements**





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When recorded return to: US WEST Communications Right-of-Way Department 6530 S. Maple Ave. Rm 210 Phoenix, AZ 85072-3999	LEASE AGREEMENT FOR RIGHT-OF-WAY BEN AVERY SHOOTING RANGE Arizona Game and Fish Commission and US WEST Communications
Approved As To Form Attorney General Contract No: <u>KR93-3062-LNR</u> (7-29-94)	

G.F. Copy

Drafted: 01/18/94

Right-of-Way Lease  
between  
Arizona Game and Fish Commission  
and  
US West Communications

THIS LEASE AGREEMENT FOR RIGHT-OF-WAY MADE THIS 29<sup>th</sup> day of July, 1994, between the Arizona Game and Fish Commission, hereafter referred to as "Commission", the term "Department" and "Director" shall mean the Arizona Game and Fish Department and its Director, acting as administrative agent for the Commission; and

US West Communications, a regulated utility hereafter referred to as "USWEST" for the purpose of constructing, operating and maintaining underground telephone lines, appurtenant facilities and service across a state-owned facility in Maricopa County, Arizona, with access to said right-of-way and egress therefrom as further described below, to permit normal operations of USWEST in connection with said underground telephone lines and appurtenant facilities.

WITNESSETH:

WHEREAS, the Commission, a state agency, may enter into this agreement in accordance with Arizona Revised Statutes § Title 17-241.B, and A.R.S. § Title 17-231.B.7., and

WHEREAS, the Commission, pursuant to all of the terms, conditions and provisions of that certain State of Arizona Patent NO. 6022, issued to the Commission April 19, 1972, by the State of Arizona through its State Land Department, hereafter referred to as State Land Department, owns or controls a portion of land within Section 3, Township 5 North, Range 2 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; and

WHEREAS, USWEST would like to continue to use a portion of the land for the operation and maintenance of underground telephone lines, appurtenant facilities and service; and

WHEREAS, the Commission has found that use of this land for right-of-way purposes for telephone service is in furtherance of the public interest.



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R/W Easement

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NOW THEREFORE, and in consideration of lease fees of \$1,150.00 for the term of this lease, as determined through current appraisal and right-of-way fee procedures used by State Land Department for intensity of use and term factors, the Commission does hereby lease to USWEST, its successors and assigns, a nonexclusive lease as described below for use as a right-of-way in accordance with the provisions of this lease agreement:

Subject to all existing easements, rights-of-way, restrictions, conditions, covenants and liabilities as may exist or appear of record, AN EASEMENT WITHIN A STRIP OF LAND TWELVE (12) FEET IN WIDTH AND APPROXIMATELY FIVE THOUSAND, SIX HUNDRED AND THIRTY-FOUR (5,634) FEET IN LENGTH FOR US WEST COMMUNICATIONS LOCATED WITHIN SECTION 3, TOWNSHIP 5 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID EASEMENT LYING 6.00 FEET ON EACH SIDE OF THE CENTERLINE DESCRIBED IN ATTACHMENT A, "Legal Description", AND ILLUSTRATED ON EXHIBIT A. ATTACHMENT A AND EXHIBIT A ARE ATTACHED HERETO AND BY REFERENCE INCORPORATED HEREIN.

The Commission excepts and reserves from this lease agreement all mineral rights and claims that may have accrued to the Commission, pursuant to Arizona Revised Statutes A.R.S. § Title 17-241 and Arizona Revised Statutes A.R.S. § Title 37-287. This lease agreement is subject to the rights of entry and disposition set forth in these statutes.

It is agreed and understood that this lease agreement and the Commission's obligations and liabilities hereunder are subject to all of the terms, conditions and provisions of State of Arizona Patent NO. 6022 issued to the Commission by the State Land Department, the terms of which are incorporated herein and made a part hereof by reference, and USWEST, by execution of this lease agreement, does hereby acknowledge that USWEST shall be in full compliance therewith and that any and all rights and privileges of USWEST created hereby are subordinate and subject thereto.

This right-of-way is located within the Ben Avery Shooting Range which is owned by the Commission and leased as a public shooting facility to the Maricopa County Parks and Recreation Department, hereafter County Parks, an agency governed by the Maricopa County Board of Supervisors. Prior to entering the subject right-of-way, USWEST agrees to make personal contact with County Parks to coordinate any and all activities contemplated in the use of the subject right-of-way under the terms and conditions of this lease agreement. Furthermore, USWEST agrees to abide by any and all rules, regulations and requirements of County Parks in the performance of this lease agreement.

USWEST shall have the right to construct, maintain, and operate on the right-of-way underground telephone lines, and appurtenant facilities. USWEST may remove or trim trees or shrubs which, in its judgment, may interfere with the safe operation of telephone facilities. However, USWEST shall not permit any loss, nor commit or cause any waste in, to or upon the subject easement, nor cut or remove nor allow to be cut or removed any timber or standing trees that may be upon the subject easement, save and except only such as may be necessary for the authorized use herein.





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All rights of USWEST under this lease agreement are limited to the subject lands described above and use of the premises by USWEST is restricted to providing and maintaining telephone service. No other use by USWEST or any other entity is allowed without the advance, written approval of the Commission. USWEST shall exercise reasonable care in the use and occupancy of the premises to avoid damaging the adjacent land or any property located on or near the right-of-way.

The terms of this lease agreement shall be for a period of ten (10) years beginning on the effective date of February 14, 1993 and this lease agreement shall remain effective through February 13, 2003. Upon termination of the initial period, the lease agreement may be renewed for additional periods of ten (10) years at the option of the Commission and subject to lease fees as determined by the Department at date of renewal.

The Commission or its assigns shall not construct or allow the construction of any improvement within the right-of-way, nor shall the Commission plant any trees within its boundaries unless approved by USWEST; provided however, that the Commission may erect fences on the premises in a manner which will not interfere unreasonably with access to telephone facilities for maintenance purposes, including inspection.

USWEST shall indemnify and hold harmless the State of Arizona, Arizona Game and Fish Commission and Department, Arizona State Land Department, Maricopa County Board of Supervisors, Maricopa County Parks and Recreation Department, including elected officials, appointed officials, employees and representatives thereof, against all claims, liabilities and costs of every kind arising from the use, condition or occupancy of the premises by USWEST or improvements installed or maintained by USWEST.

It is agreed and understood that failure of the State of Arizona, Arizona Game and Fish Commission or Department, or Arizona State Land Department to require strict performance of the terms, covenants, agreements, and conditions of this lease agreement shall not constitute a waiver or relinquishment of the right of the State of Arizona, Arizona Game and Fish Commission or Department, or Arizona State Land Department or to strictly enforce, thereafter, such terms, covenants, agreements, or conditions which shall, at all times, continue in full force and effect.

Pursuant to Commission authority as may exist, Commission reserves the right to grant leases, easements and other land use documents over and across the lands described, so long as the same do not interfere with the proper use of this lease agreement.

USWEST, in the exercise and privileges extended by this lease agreement, agrees to comply with all applicable laws, rules, regulations and ordinances of every governmental body or agency whose authority extends to the premises.

USWEST shall take reasonable measures to prevent pollution of or deterioration of lands or waters which may result from the exercise of the privileges extended by this lease agreement. In particular, USWEST shall at all times comply with applicable Federal, State, County and local laws, rules and regulations for pollution abatement.



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All parties agree and acknowledge that this lease agreement is subject to cancellation by the Governor of the State of Arizona, pursuant to Arizona Revised Statutes A.R.S., § Section 38-511.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names as of the date first above written.

APPROVED:  
ARIZONA GAME AND FISH COMMISSION

By: Duane L. Shroufe  
Duane L. Shroufe, Secretary  
to the Commission and Director,  
Arizona Game & Fish Department

Date: X 5-27-94

APPROVED:  
U. S. WEST COMMUNICATIONS

By: Stanley G. Thompson  
Stanley G. Thompson,  
Manager  
Right-of-Way Department

Date: 1-27-94

APPROVED:  
GOVERNOR, STATE OF ARIZONA

By: J. Fife Symington  
J. Fife Symington,  
Governor

Date: 6/21/94

APPROVED:  
ARIZONA STATE LAND COMMISSIONER

By: M. Jean Hassell  
M. Jean Hassell,  
Commissioner

Date: X 6/20/94

~~APPROVED:~~ ACKNOWLEDGED:  
MARICOPA COUNTY PARKS  
AND RECREATION DEPARTMENT

By: William Scalzo  
William Scalzo,  
Director

Date: 5/25/94

APPROVED AS TO FORM

This 29 day of July, 1994

Attorney General

By: J. D. Bell  
Assistant Attorney General



### Attachment III

Arizona Game and Fish Department  
Purchasing Office  
2221 West Greenway Road  
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A/W Easement

AG&FC/USWEST

#### Attachment A Legal Description

Beginning at the Southeast corner of said Section 3; thence South 88° 25' 25" West along the South line of said Section 3 a distance of 1,204.71 feet to the TRUE POINT OF BEGINNING; thence North 2° 27' 07" West a distance of 292.67 feet; thence North 42° 28' 18" East a distance of 820.07 feet; thence North 3° 06' 10" East a distance of 840.62 feet; thence North 9° 57' 35" West a distance of 1,340.79 feet; thence Northwesterly along a curve to the left having a radius of 22,918.32 feet and a central angle of 5° 50' 55", a distance of 2,340.08 feet to a point on the North line of said Section 3; thence South 89° 50' 53" West along said North line a distance of 12.5 feet; thence Southeasterly 8 feet Westerly of and parallel with the Westerly right-of-way line of Interstate Highway Number 17, along a curve to the right having a radius of 22,910.32 feet and a central angle of 5° 50' 56", a distance of 2,342.47 feet; thence South 9° 57' 35" East a distance of 1,340.61 feet; thence South 3° 06' 10" West a distance of 837.66 feet; thence South 42° 28' 18" West a distance of 820.52 feet; thence South 2° 27' 07" East a distance of 295.67 feet to the South line of said Section 3; thence North 88° 25' 25" East along the South line of said Section 3 a distance of 12.0 feet to the TRUE POINT OF BEGINNING.

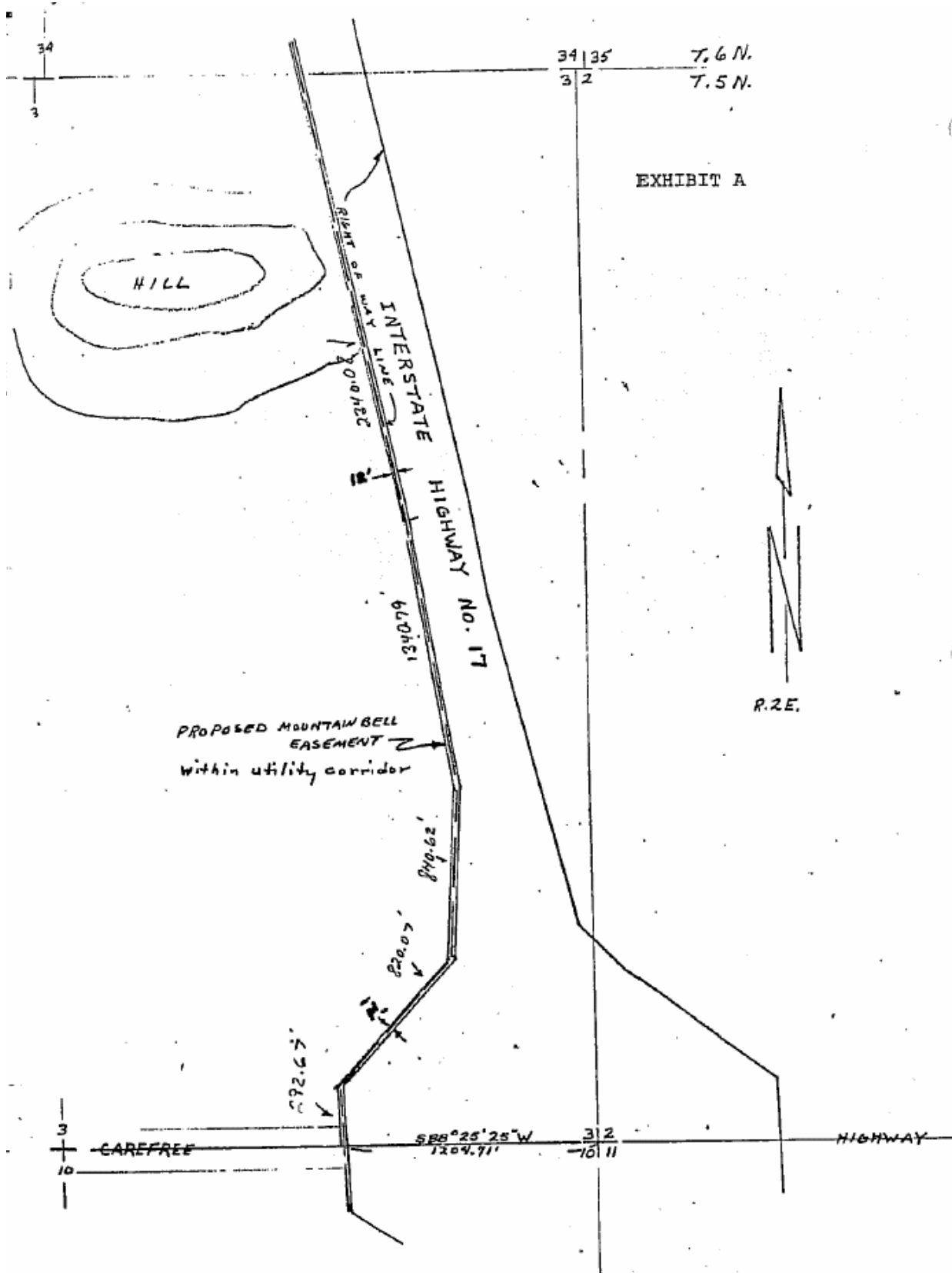


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Arizona Game and Fish Commission 2221 West Greenway Road Phoenix, Arizona 85023	Lease Agreement Arizona Game and Fish Commission and Arizona Department of Public Safety
Approved As To Form Attorney General Contract No: <u>KR98-0.717-EQS</u>	
FOR: Ben Avery Shooting Facility <span style="float: right;">AG &amp; FD</span>	

HAB-96-0315 (03/04/98)

EXP. 5/10/2018

Lease Agreement  
Arizona Game and Fish Commission  
and  
Arizona Department of Public Safety

THIS LEASE AGREEMENT (agreement) is entered into this 11<sup>th</sup> day of MAY, 1998 (effective date), between the State of Arizona acting through its Game and Fish Commission, a state agency hereafter the "Commission", the terms "Department" and "Director" shall mean the Arizona Game and Fish Department and its Director, acting as administrative agent for the Commission; and the State of Arizona acting through the Department of Public Safety, a state agency hereafter the "DPS".

**WITNESSETH:**

The Commission may enter into agreements to lease land pursuant to Arizona Revised Statute (A.R.S.) Section § 17-241.B, the DPS may enter into agreements to lease land pursuant to A.R.S. Section § 41-1713.

WHEREAS the DPS has requested the use of a portion of Commission-owned property known as the Ben Avery Shooting Facility, hereafter the "BASF", located on the northwest corner of U.S. Interstate 17 and Carefree Highway, for the purposes of developing, maintaining and managing a three hundred (300) yard shooting range and related improvements. The proposed shooting range site, hereafter "leasehold premises" is located within the BASF, and

WHEREAS the DPS, under the terms and conditions stated herein, agrees to provide regular scheduled public use of said leasehold premises, and

WHEREAS the Commission has agreed that the DPS use of the leasehold premises as described herein, is for public purposes and in furtherance of the public interest of the people of the State of Arizona, and

WHEREAS this agreement will authorize the DPS to occupy the leasehold premises under the terms and conditions as stated herein.



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NOW THEREFORE the Commission, in consideration of the agreements hereafter set forth, leases to the DPS the leasehold premises described below.

#### TERMS AND CONDITIONS:

##### 1. Reservations:

a.) The Commission excepts and reserves from this agreement all mineral rights and claims pursuant to A.R.S. Title 17-241 and A.R.S. Title 37-287. This agreement is subject to the rights of entry and disposition set forth in these statutes.

b.) The Commission excepts and reserves from this agreement all oils, gases, coals, ores, limestone, fossils, and fertilizers of every name and description that may be found in or upon the demised premises or any part thereof.

c.) The Commission further reserves the right to enter into any other land use agreements or leases, such as but not limited to utility rights-of-way, which would be compatible with the uses and occupancy as allowed in this agreement.

##### 2. Location of the Leasehold Premises:

The leasehold premises to be included in this agreement are located within Section 4, Township 5 North, Range 2 East, Gila and Salt River Base and Meridian, Maricopa County, Arizona, and described on Exhibit "A" attached hereto and by reference incorporated herein.

##### 3. Purpose, Jurisdiction and Authorities:

a.) It is agreed and understood that the purpose of this agreement is to cause the development, construction, maintenance and operation of a shooting range complex for public use and official law enforcement training. The Commission shall have the sole authority to determine the DPS's compliance with the terms, conditions, and intent of this agreement as expressed herein, and any determination made pursuant to the exercise of that authority shall be binding upon the parties hereto. The DPS shall be given notice and an opportunity to comply as provided in Paragraph 8 of this agreement.

b.) The DPS agrees that in its use and occupancy of the leasehold premises and improvements thereon, the DPS shall comply with all applicable laws, rules, regulations, and ordinances of every governmental body or agency whose authority extends to the premises or to any activities conducted upon the premises, whether or not said laws, rules, regulations, and ordinances are mentioned herein.

/



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c.) The DPS does hereby acknowledge that this agreement and the Commission's obligations and liabilities thereunder are subject to the approval of the appropriate State officials as provided under the authority of A.R.S. Section § 17-241 (B).

d.) All books, accounts, reports, files and other records relating to this agreement shall be subject at all reasonable times to inspection and audit by the Commission.

#### 4. Term:

The term of this agreement shall be for a period of twenty (20) years, commencing on the effective date written above through the 10<sup>th</sup> day of MAY, 2018, unless sooner cancelled or terminated as provided herein.

#### 5. Rental Rate:

The rental rate shall be ONE DOLLAR (\$1.00) for the term of this agreement, the amount of which is hereby acknowledged.

#### 6. Improvements to Leasehold Premises:

a.) The DPS will complete a master development plan, a copy of which is attached as Exhibit A and incorporated herein, of the entire leasehold premises outlining all improvements contained or to be contained therein. The master development plan (master plan) shall include, but not be limited to, designated parking area, storage shed, electricity with DPS meter, training building and restrooms. The master plan shall be submitted to the Department for approval and is by reference made a part of this agreement. Amendments or revisions to the master plan must be first submitted to the Department for approval. All construction shall be in conformance with applicable state and county health and building laws and/or ordinances and all construction shall receive written approval by the Department's Engineer prior to commencement of construction.

b.) It is understood that any and all facilities or improvements constructed upon said leasehold premises shall be at the expense of the DPS and the DPS shall furthermore provide at its expense personnel as may be required for the development, maintenance, and operation of the leasehold premises and improvements thereon.

c.) The DPS further agrees, that the ownership and title to structures, facilities and improvements placed upon the leasehold premises by the DPS is and shall be vested in the Commission and that the Commission shall not be liable or responsible for payment of the cost or value of such structures, facilities and improvements at the expiration of this agreement. However, if the Commission terminates this agreement without cause, the Commission will compensate the DPS for the residual value of the permanent improvements constructed with DPS funds under the terms





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and conditions described in Part (d) below. At the expiration or termination of this agreement, the DPS shall have the right, as directed by the Department, to remove from the leasehold premises, all items of personal property which are not permanently affixed to the real property.

d.) Notwithstanding the provisions of Paragraphs 8 and 9 below (Default by DPS and Commission's Interest in Leasehold Premises respectively), in the event that the Commission terminates this agreement without cause, the DPS will be compensated for the residual value of the permanent improvements which were constructed with DPS funds. At the discretion of the Commission, the Commission may obtain a current appraisal to determine the current residual value of said improvements. It is further agreed and understood that said compensation to the DPS for said improvements shall be subject to the funding and budgetary appropriation processes and nothing in this agreement shall be construed as obligating the Commission or Department in any contract or other obligation for the future payment of money in excess of appropriation authorized by law.

#### 7. Termination Clause:

In the event the DPS shall cease to be active in the management or development of the leasehold premises or ceases to provide access to the public as described herein, then the Commission shall notify the DPS and give the DPS notice and an opportunity to comply as provided in Paragraph 8 of this agreement.

#### 8. Default by DPS:

In the event that DPS shall, after receiving written notice, as specified in this agreement, from the Department that a default has occurred and within ninety (90) days of said notice the DPS fails to correct said default and fails to be in full compliance with those provisions, conditions or requirements as set forth or referred to in this agreement, then this agreement shall become terminated at the option of the Commission without prejudice to the right of the Commission to recover from the DPS all damages or sums payable accrued up to and including the date of termination. A waiver by the Commission of any default on behalf of the DPS or any extension of time granted to the DPS to cure any default shall not constitute a waiver of the requirement that time is of the essence of this contract.

#### 9. Commission's Interest in Leasehold Premises:

It is understood and agreed that if the Commission's interest or right to possession in said leasehold premises is terminated prior to the expiration of the leasehold term, this agreement is automatically terminated along with any and all of the Commission's liabilities or obligations hereunder, provided, however, that a voluntary sale or disposition of the leasehold premises by the Commission shall be subject to this agreement and the provisions contained herein.



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#### 10. Encumbrances:

The DPS agrees to keep the premises and structures and improvements thereon free and clear from any and all liens of laborers, mechanics, or materialmen and all liens of a similar character arising out of or growing out of the construction, repair, or alteration and maintenance of such improvements. The DPS agrees to notify the Commission if any lien is placed on the property.

#### 11. Maintenance:

The DPS agrees, at its own expense, to keep and maintain the leasehold premises and all improvements thereon in good condition and repair, except for damage by the public. The Department shall notify the DPS of such damage.

#### 12. Indemnification and Liability Insurance:

It is agreed that the DPS will assume no liability for the leasehold premises when used by persons other than those who are members of the DPS and when officially using the leasehold premises and covered by industrial compensation. The DPS is a self insured state agency and can provide a certificate of insurance.

#### 13. Addresses of the Commission and DPS:

That any notices to or demand upon either party hereto by the other party pursuant to this agreement shall be in writing and shall be delivered in person to the other party or forwarded by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

- (a) If intended for Commission, to:  
Mr. Duane L. Shroufe, Director  
ATTN: Lands Section  
Arizona Game & Fish Department  
2221 West Greenway Road  
Phoenix, Arizona 85023
- (b) If intended for DPS, to:  
Mr. Joe Albo, Director  
Arizona Department of Public Safety  
ATTN: Facilities Management Section  
2102 W. Encanto Blvd.  
P.O. Box 6638  
Phoenix, Arizona 85005-6638

or to such other address as either party may from time to time furnish in writing to the other party by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt.



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#### 14. New Agreement Option:

Upon the expiration of this agreement and in the event the DPS is in complete and full compliance with all of the terms, requirements, and conditions contained or referred to herein. The parties intend to automatically renew this agreement for a like term, with the terms and conditions contained in this agreement in accordance with all applicable laws, rules and regulations that exist at the time of renewal. The exercise of the option to enter into a new agreement by the DPS shall be accomplished by the delivery of written notice, as specified in this agreement, of intention to enter into a new agreement to the Director at least six months prior to the termination of this agreement.

#### 15. Assignment of Agreement by DPS:

The DPS shall not assign or sublet this agreement or any concession or right hereunder without first having obtained the prior written consent of the Commission. Any assignment or sublease or concession shall be subject to the terms and conditions applicable to the DPS and any other terms and conditions requested by the Commission to protect the Commission's interest.

#### 16. Amendments:

This agreement can be modified only by a written amendment signed by both Parties. However, if mutually agreed, the Parties may enter into specific supplemental agreements or contract, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out the terms and conditions.

#### 17. Conflict of Interest:

It is agreed and understood that this agreement may be terminated as provided in the default section, or subject to cancellation by the Governor of Arizona, pursuant to A.R.S. § 38-511, in the event of an illegal conflict of interest. The provisions of A.R.S. § 38-511, are incorporated herein.

#### 18. Arbitration:

To the extent required pursuant to A.R.S. § 12-1518, and any successor statutes, the parties agree to use arbitration, after exhausting all applicable administrative remedies, to resolve any dispute arising out of this agreement.

#### 19. Invalidity of a Term:

The parties agree that in the event any term, covenant or condition herein contained should be held to be invalid or void by a court of competent jurisdiction, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition of this agreement.

/





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20. Use of Headings:

The use of headings are for convenience only and are not to be construed as part of this agreement.

21. Terms and Conditions Binding:

The terms and conditions of this agreement shall extend to and be binding upon the heirs, executors, and administrators and assigns of the parties hereto.

22. Adherence to Environmental Laws:

All parties agree to adhere to all state and federal environmental laws, and notify the Commission of any investigation or allegation of environmental problems.

23. Gunsmith Services:

DPS shall provide service, repair and annual inspection of all department firearms. Firearms are those included in Department Policy H1.5 and firearms service shall include cost of parts and supplies necessary for repair.

24. Management and Operation:

Management and operation of the leasehold premises shall be in accordance with the terms and conditions of a Management Plan, attached hereto and by reference incorporated herein as Exhibit B.

///



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**EXHIBIT B**  
**MANAGEMENT PLAN**  
(Revised 02/10/98)

This Management Plan shall consist of the special terms and conditions noted below. Additions, deletions or other modifications to this Management Plan shall be as mutually agreed upon through written amendment and signed by both parties as provided herein.

1. a. DPS shall use the leasehold premises and improvements thereon for official business Monday through Friday only except by prior agreement of the parties. The Department and the DPS shall coordinate use schedules in writing annually to maximize security and access and minimize conflicts with all user groups. The Department may limit or deny DPS use of the range, when in the opinion of the range master or Department, use of the range may jeopardize public safety. The Department shall give DPS priority scheduling of this range to ensure availability of the range 260 calendar days of use per year. For all official DPS events/activities at the range, a safety officer or official representative from DPS must be present and responsible during range use.  
  
b. As the BASF is normally closed on Monday, Tuesday and on nights, use of the leasehold premises and improvements thereon, on Monday, Tuesday and nights, shall be scheduled for access and to avoid conflicts with BASF maintenance. The terms of this agreement do not include personal use of the subject area and range by DPS personnel.  
  
c. Use of the range before or after range hours as stated herein must be scheduled in advance. DPS will be provided with a short term key for access during non-range hours and DPS shall be responsible for the range during non-range hours use of the range by DPS. The DPS shall annually complete a user agreement and a key agreement.
2. The DPS shall permit scheduled weekend public use of the leasehold premises shooting ranges and restrooms. Said public use shall be in accordance with Department rules and regulations. It is understood that any building used for the housing of DPS supplies and equipment not intended for public use shall be exempted from public use.
3. Use of the leasehold premises and shooting improvements by the Department is authorized provided however that the Department schedule such use through the DPS.



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4. DPS shall provide sufficient portable or other restrooms and trash bins.
5. No other uses of the BASF, including but not limited to use of training buildings, are implied or approved. All other uses at the BASF, including non-official events, must be reserved and used in accordance with appropriate procedures and fee schedules.
6. Design of storage shed shall include a patio shade cover with target frame racks to hold frames, that are available to weekend public users.

END EXHIBIT B, MANAGEMENT PLAN

IN WITNESS WHEREOF, this agreement is executed as of the day, month and year first above written, each person signing this agreement warrants that he/she has the capacity, full power, and authority to execute this agreement and consummate the transaction(s) contemplated hereby on behalf of the parties herein.

APPROVED:

Arizona Game and Fish Commission

*[Signature]*  
By: Mr. Duane L. Shroufe, Secretary  
to the Commission and Director,  
Arizona Game and Fish Department

3-20-98  
Date

APPROVED:

Arizona Department of Public Safety

*[Signature]*  
By: Mr. Joe Albo, Director

3/13/98  
Date

APPROVED:

Arizona State Land Commissioner

*[Signature]*  
By: Mr. J. Dennis Wells, Commissioner

5/5/98  
Date

APPROVED:

GOVERNOR, STATE OF ARIZONA

*[Signature]*  
By: Duane Dee Hull, Governor

5/11/98  
Date

APPROVED AS TO FORM  
This 13 day of April, 1998

*[Signature]*  
By: Assistant Attorney General



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**EXHIBIT A**  
**MASTER DEVELOPMENT PLAN**  
**(PRODUCE)**

CONSISTING OF:

Varney, Sexton, Lunsford, Aye Associates, master range plan, or other plan as mutually agreed.

Title  
date

/



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**ARIZONA GAME AND FISH DEPARTMENT RECOMMENDATION  
TO THE ARIZONA GAME AND FISH COMMISSION  
ON 10-YEAR RE-DEVELOPEMNT PLAN  
FOR THE BEN AVERY CLAY TARGET CENTER  
AS SUBMITTED BY LB CHIEF & CO., INC.**







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NW33-6N-2E  
WA-52-1452

A. G. Contract No. 0006

RECEIVED  
GOVERNOR'S OFFICE

RIGHT-OF-WAY AGREEMENT  
JAN 27 9 25 AM '85

between  
Arizona Game and Fish Commission  
and  
Arizona Public Service Company  
for  
Utility Services at Black Canyon Shooting Range

Lease of land made this 1<sup>st</sup> day of January, 1986,  
between the Arizona Game and Fish Commission, a state agency acting by  
authority of Arizona Revised Statute 17-241 hereinafter referred to as  
"Commission", and Arizona Public Service Company, a regulated utility here-  
after referred to as "APS", for the purpose of constructing, operating and  
maintaining electric poles, lines and services across a state owned facility  
in Maricopa County.

WHEREAS, the Commission owns and operates a shooting range, known as  
Black Canyon Shooting Range; and WHEREAS, APS would like to use a portion  
of the land known as Black Canyon Shooting Range for the installation and  
operation of electric poles, lines and service to provide electricity to  
others, and

WHEREAS, the Commission has found that use of this land for right-of-  
way purposes for electrical service to others is in furtherance of public  
interest,

NOW, THEREFORE, and in consideration of lease fees of \$ 400<sup>00</sup>/<sub>xx</sub> as  
established by the Arizona Land Department which are attached to this lease  
(see attached Minimum Rentals, and Rate Schedule, page 2, No. 3 - Appraisal  
Fees),

The Commission does hereby lease to APS, its successors and assigns,  
the following real property for use as a right-of-way in accordance with  
the provisions of this agreement:

A portion of the Northwest quarter of Section 33 Township 6 North,  
Range 2 East of the Gila and Salt River Base and Meridian, Maricopa  
County, Arizona.

This Easement is to lie 3.0 feet on each side of the following described  
Centerline:

BEGINNING at a point lying South 63°17'11" West 1,477.61 feet of the  
North quarter corner of the above described Section 33; thence North  
89°59'10" East 1,320.1 feet to a Point of Termination.

APS shall have the right to construct, maintain, and operate on the  
right-of-way electric lines and poles (including necessary guys). APS may  
remove or trim trees or shrubs which, in its judgment, may interfere with  
the safe operation of electric facilities.





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Use of premises is restricted to providing and maintaining residential electric service. No other use by APS or any other entity is allowed without the advance, written approval of the Commission. APS shall exercise reasonable care in the use and occupancy of the premises to avoid damaging the adjacent land or any property located on or near the right-of-way.

The Commission shall not construct or allow the construction of any improvement within the right-of-way, nor shall the Commission plant any trees within its boundaries unless approved by APS; provided, however, that the Commission may erect fences on the premises in a manner which will not interfere unreasonably with access to electric facilities for maintenance purposes, including inspection.

The right to occupy and use the premises by authority of this lease shall continue so long as the line and poles located thereon are needed to supply electric service. Upon termination of service, this lease shall expire and APS shall remove its facilities within a reasonable time, not in excess of six months.

APS shall indemnify and hold harmless the State of Arizona, including its elected and appointed officials, employees and representatives against all claims, liabilities and costs of every kind arising from use or occupancy of the premises by APS or improvements installed or maintained by it.

The term of this lease shall be for a period of ten (10) years from the date of this document. Upon termination of the initial period the lease may be renewed for additional periods of ten (10) years at the option of the Commission.

Approved:

ARIZONA GAME AND FISH COMMISSION

Bud Bristow  
Bud Bristow, Secretary and Director

APPROVED FOR THE STATE OF ARIZONA  
By 11-16-85 day of January, 19 86  
Assistant Attorney General

Date

ARIZONA PUBLIC SERVICE COMPANY

Martin E. Wurbs  
Martin E. Wurbs, Manager  
Environmental & Engineering Services

Date

ARIZONA STATE LAND DEPARTMENT

Robert Lane  
Robert Lane  
Arizona State Land Commissioner

Date

GOVERNOR, STATE OF ARIZONA

Bruce Babbitt  
Bruce Babbitt, Governor  
BUREAU OF LAND MANAGEMENT

Date



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SLD Codes 2, 14, 15, 16,  
17, 18 and 71

#### RATE SCHEDULE:

#### RIGHT-OF-WAY

Description: As of January 1, 1984, the State Land Department had 3,090 right-of-way leases and/or easements covering over 50,000 acres of Trust land. These rights-of-way are for everything from underground water lines, cathodic protection, power lines and communication lines to interstate freeways.

The Trust issues rights-of-way for periods ranging from one year to an indefinite period. Most of our rights-of-way can be bunched into the following in terms of frequency of payments:

	<u>No. of Easements</u>	<u>Percent</u>
Annual Pay	179	5.79
10 Year Single Pay	1,964	63.56
50 Year Single Pay	147	4.76
Single Pay Indefinite	800	25.89
	<u>3,090</u>	<u>100.00%</u>

THE PRICE OR RENT FOR THESE FACILITIES SHOULD BE BASED ON THE FOLLOWING GUIDELINES:

1. Uses for rights-of-way can be measured by how much of the surface they consume (i.e., what rights are left the Trust after the imposition of a particular right-of-way) and this, in turn, can be equated with the amount (as a percentage of value) normally paid for the particular unencumbered surface use. The Department has found the following:

<u>Use:</u>	<u>% of Value Taken</u>
Road and Railroads	100%
High kV (over 69) power lines	80%
Above ground low kV (69 or less) power and communications lines and underground combustible facilities	50%
Underground water, power and communication and cathodic protection	40%
<b>Flood Control Projects:</b>	
Areas that enhance existing drainage areas without making Trust lands unusable or lands within existing flood areas	20%
Intensively used portions	100%
Other uses should be valued based on the particular circumstances exhibited	?



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Rate Schedule:  
Right-of-Way  
Page 2

2. Time Factors: - As of January 1, 1984, the Trust is charging 10%, or its equivalent, for surface leases. It is the desire of the Trust to obtain at least 10% for all rights-of-way it grants. The formula used is as follows:

$$\text{Value Per Acre} \times \text{Acres} \times \text{Use Factor (\% of Value Taken)} \\ \times (1 - 1/1.10^n)$$

Time factor where "n" is the number of years:

<u>N</u>	=	<u>Time Factor</u>
1 Year		.09090
10 Years		.61445
20 Years		.85135
30 Years		.92269
40 Years		.97790
50 Years		.99145
Indefinite		1.00000

3. Appraisal Fees: A.R.S. 37-108 sets out appraisal fees of \$100 for short term R/W's and \$150 for those with terms of more than 10 years. These fees are added by the Records Section.

4. Other Considerations:

- R/W rents and prices should be based on comparable sales. We do not preclude from consideration prices paid for similar rights-of-way or portions thereof.
- Where comparable sales for non-right-of-way purposes are used, the subject R/W shall be valued, at the most, on a section by section basis.
- Severance damages, as defined by law and judicial findings, shall always be considered.
- Rental for existing right of ways over land subject to a certificate of purchase or patent shall be based on a value of \$100.00 per acre.

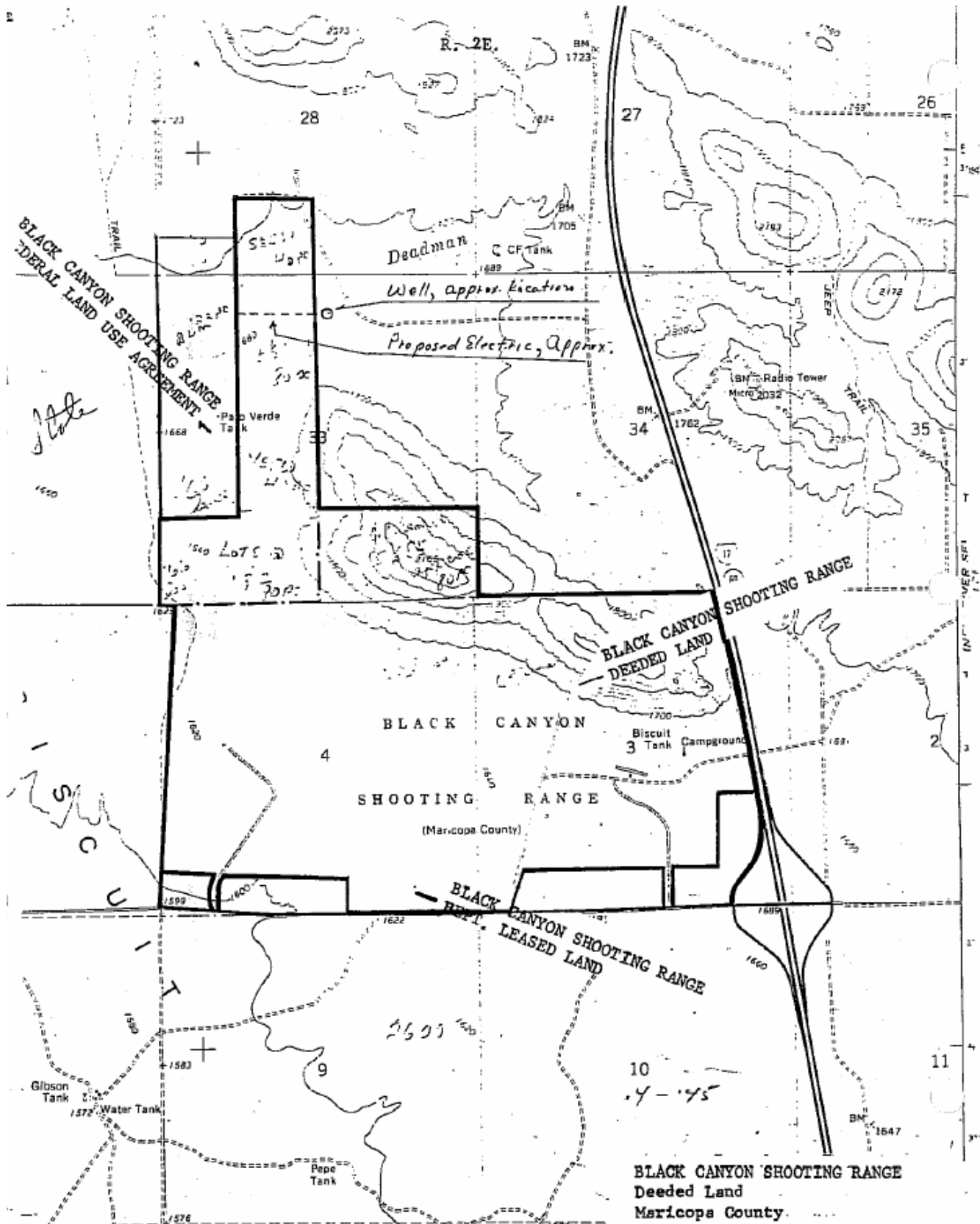


## Attachment III

Arizona Game and Fish Department  
Purchasing Office  
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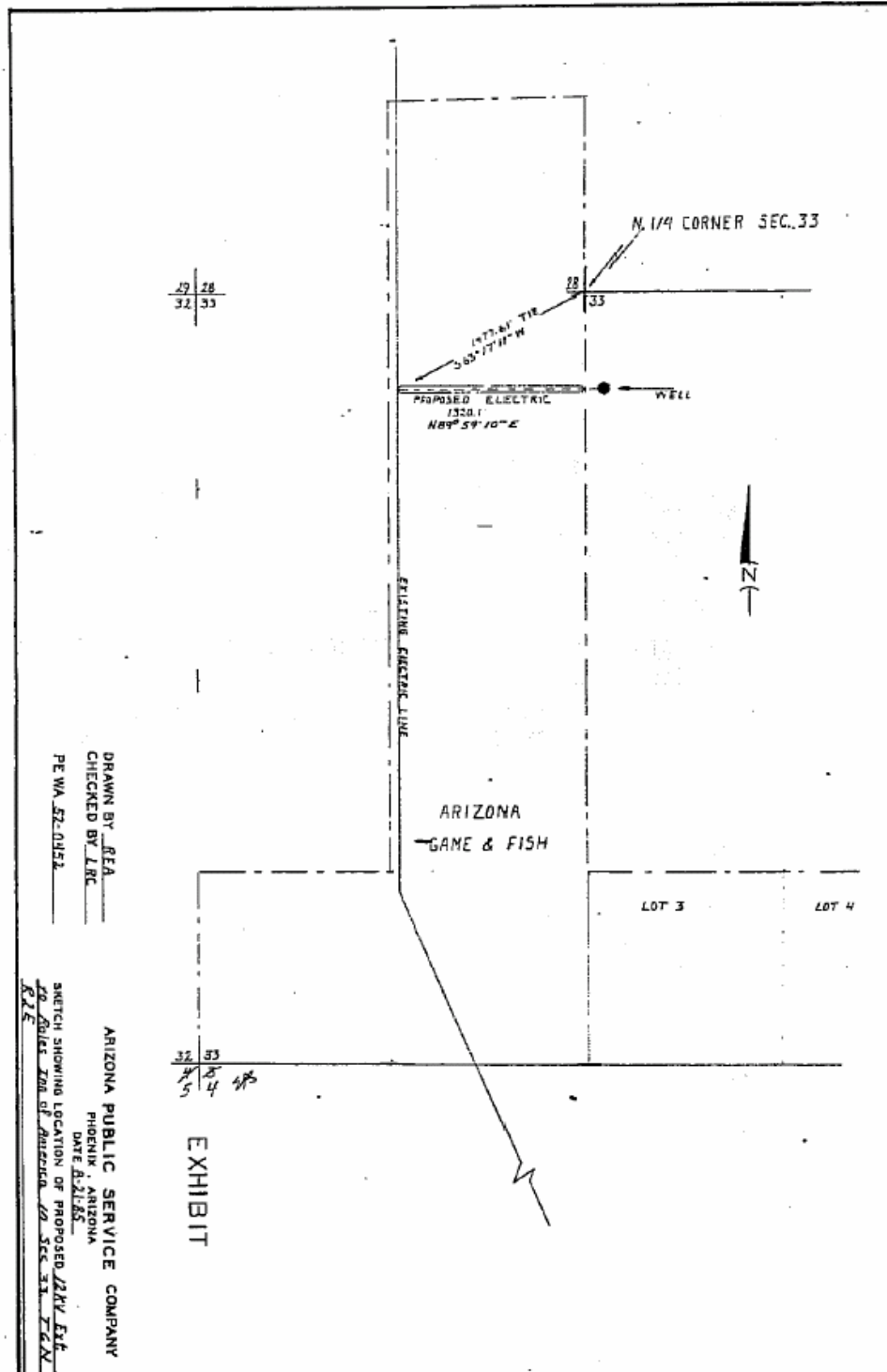


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### Attachment III

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## PARKS AND RECREATION DEPARTMENT

3355 West Durango Street  
Phoenix, Arizona 85009



(602) 272-8271

11/10/85  
A10:21

October 15, 1985

Mr. Eugene P. Sturla  
Assistant Funds Coordinator  
Arizona Game & Fish Department  
2222 West Greenway Road  
Phoenix, Arizona 85023



OCT 16 1985

Dear Mr. Sturla:

RE: ARIZONA PUBLIC SERVICE ELECTRIC LINE - BLACK CANYON SHOOTING RANGE  
AND ARCHERY RANGE

We have reviewed the Drawing and Request for an Easement to cross the Archery Range at Black Canyon Shooting Range which is located in the NENW Section 33, T6N, R2E, G&SRB&M.

We have no objection to this request.

Sincerely,

*Joe J. Sharp*  
Joe J. Sharp, Superintendent  
Planning, Design & Construction

S:t



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## United States Department of the Interior

IN REPLY REFER TO:  
A-1232 (MH)

### BUREAU OF LAND MANAGEMENT

Phoenix District Office  
2015 West Deer Valley Road  
Phoenix, Arizona 85027  
(602) 863-4464

May 19, 1986



Mr. Eugene P. Sturla  
Assistant Funds Coordinator  
Arizona Game and Fish Department  
2222 West Greenway Road  
Phoenix, Arizona 85023

MAY 21 1986

Dear Mr. Sturla:

With this letter we are returning the right-of-way agreement between Arizona Game and Fish Commission and Arizona Public Service Company for utility services at the Black Canyon Shooting Range.

This right-of-way will cross an area patented for the shooting range, and is not inconsistent with the purpose of the patent. Therefore, the Bureau of Land Management's concurrence is not required.

We appreciate your advising us of the proposed use. We have placed a copy of the right-of-way agreement in our files.

Sincerely,

Area Manager  
Phoenix Resource Area

Enclosure

Encl. 1 - Right-of-Way agreement



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Arizona Game and Fish  
Commission  
2221 West Greenway Road  
Phoenix, Arizona 85023

Lease Agreement  
Arizona Game and Fish Commission  
and  
Arizona Public Service Company

Approved As To Form  
Attorney General Contract No: KR 97-0265-EQS

FOR: BEN AVERY SHOOTING FACILITY . . . . . APS# WA-52-1452/NE-33-6N-2B

HAB-96-1112 (11/14/96)

Lease Agreement  
(for Right-of-Way)  
Arizona Game and Fish Commission  
and  
Arizona Public Service Company

THIS LEASE AGREEMENT (agreement) for right-of-way is entered into this 1st day of January, 1996, between the State of Arizona, by and through the Arizona Game and Fish Commission, hereinafter referred to as "Commission", the term "Department" and "Director" shall mean the Arizona Game and Fish Department and its Director, acting as administrative agent for the Commission; and Arizona Public Service Company, a regulated utility hereinafter referred to as "APS" for the purposes of constructing, operating and maintaining electric poles, lines and services across a state-owned facility in Maricopa County, Arizona, with access to said right-of-way and egress therefrom to permit normal operations of APS in connection with said poles, lines, and services.

WHEREAS the Commission may enter into this agreement pursuant to Arizona Revised Statutes A.R.S. Sections §§ 17-241.B, and 17-231(B)(7), and

WHEREAS, Commission owns or controls a portion of land within Section 33, Township 6 North, Range 2 East, G&SRB&M, Maricopa County, Arizona, known as the Ben Avery Shooting Facility, and

WHEREAS, this agreement and the Commission's obligations and liabilities hereunder are subject to all of the terms, conditions, and provisions of that certain United States of America Patent, No. 02-64-0084, and the United States Department of Interior, Bureau of Land Management Decision dated July 30, 1963, Recreational Purchase Application Arizona 032125, the terms of which are incorporated herein and made a part hereof by reference, along with any and all amendments and/or revisions thereto and any and all federal, state, or local governmental rules and/or regulations and/or provisions and/or requirements and reservations now in force and effect or hereafter effective, and APS by execution of this agreement does hereby acknowledge that the APS shall be in full compliance therewith and that any and all rights and privileges of APS created hereby are subordinate and subject thereto, and

/



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Ben Avery R/W

APS/AG&FC

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NOW, THEREFORE, and in consideration of lease fees of \$1200.00, as minimum fees established by the Arizona State Land Department, the Commission does hereby lease to APS, its successors and assigns, subject to all existing easements, rights-of-ways, restrictions, conditions, covenants and liabilities as may appear of record, the following real property, as illustrated on Exhibit A attached hereto and by reference incorporated herein, for use as a right-of-way easement in accordance with the provisions of this agreement:

Within Section 33, Township 6 North, Range 2  
East of the Gila and Salt River Base and  
Meridian, Maricopa County, Arizona, known as  
the Ben Avery Shooting Facility, and

This easement is to lie 3.0 feet on each side of the following described centerline:

BEGINNING at a point lying South 63°17'11" West 1,477.61 feet of the North quarter corner of the above described Section 33; thence North 89°59'10" East 1,320.1 feet to a Point of Termination.

The Commission excepts from this lease all mineral rights and claims pursuant to A.R.S. Sections §§ Title 17-241 and Title 37-287. This lease is subject to the rights of entry and disposition set forth in these statutes.

This right-of-way is located within the Ben Avery Shooting Facility which is owned by the Commission and used as a public shooting facility. Prior to entering the subject right-of-way, APS agrees to make personal contact with the Range Master and other appropriate range personnel to coordinate any and all activities contemplated in the use of the subject right-of-way under terms and conditions of this lease agreement. Furthermore, APS agrees to abide by any and all rules, regulations and requirements in effect in the performance of this lease agreement.

APS shall have the right to construct, maintain, and operate on the right-of-way electric lines and poles (including necessary guys). APS may remove or trim trees or shrubs which, in its judgment, may interfere with the safe operation of electric facilities.

The Commission or its assigns shall not construct or allow the construction of any improvement within the right-of-way, nor shall the Commission plant any trees within its boundaries unless approved by APS; provided however, that the Commission may erect fences on the premises in a manner which will not interfere unreasonably with access to electric facilities for maintenance purposes, including inspection.





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Ben Avery R/W

APS/AG&FC

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Use of the premises by APS is restricted to providing and maintaining electric service. No other use by APS or any other entity is allowed without the advance, written approval of the Commission. APS shall exercise reasonable care in the use and occupancy of the premises to avoid damaging the adjacent land or any property located on or near the right-of-way.

The right to occupy and use the premises by authority of this lease shall continue so long as the line and poles located thereon are needed to supply electric service. Upon termination of service, this lease shall expire and APS shall remove its facilities within a reasonable time, not in excess of six months.

The terms of this lease shall be for a period of ten (10) years beginning on the effective date of January 1, 1996 and this lease agreement shall remain effective through December 31, 2005. Upon termination of the initial period, the lease may be renewed for additional periods of ten (10) years at the option of the Commission and subject to any future additional terms and conditions as may be required by the Commission.

APS shall indemnify and hold harmless the State of Arizona, including its elected and appointed officials, employees and representatives against all claims, liabilities and costs of every kind arising from use or occupancy of the premises described in this agreement by APS or improvements installed or maintained by APS.

Pursuant to Commission authority as may exist, the Commission reserves the right to grant leases, easements and other land use documents over and across the lands described, so long as the same do not interfere with the proper use of this lease agreement.

To the extent possible all parties agree to comply with Executive Orders 75-5 (nondiscrimination orders) which, by reference, are made a part hereof.

All parties are hereby put on notice that this agreement is subject to cancellation by the Governor pursuant to A.R.S. Section § Title 38-511.

To the extent required pursuant to A.R.S. Section § Title 12-1518, and any successor statutes, the parties agree to use arbitration, after exhausting all applicable administrative remedies, to resolve any dispute arising out of this agreement.

/





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Ben Avery R/W

APS/AG&FC

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IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names as of the date first above written.

APPROVED:  
ARIZONA GAME AND FISH COMMISSION

By: *Duane L. Shroufe*  
Duane L. Shroufe, Secretary  
to the Commission and Director,  
Arizona Game & Fish Department

Date: X 2-14-97

APPROVED:  
ARIZONA PUBLIC SERVICE COMPANY

By: *Michael A. Chatham*  
Michael A. Chatham  
Section Leader  
Land Services

Date: X 1-23-97

APPROVED:  
GOVERNOR, STATE OF ARIZONA

By: *J. Fife Symington*  
J. Fife Symington,  
Governor

Date: 2-27-97

APPROVED:  
ARIZONA STATE LAND COMMISSIONER

By: *J. Dennis Wells*  
J. Dennis Wells  
Commissioner

Date: X 2/25/97

APPROVED AS TO FORM

This \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Attorney General

By \_\_\_\_\_  
Assistant Attorney General

*see attached  
5/19/86 letter from  
BLM*

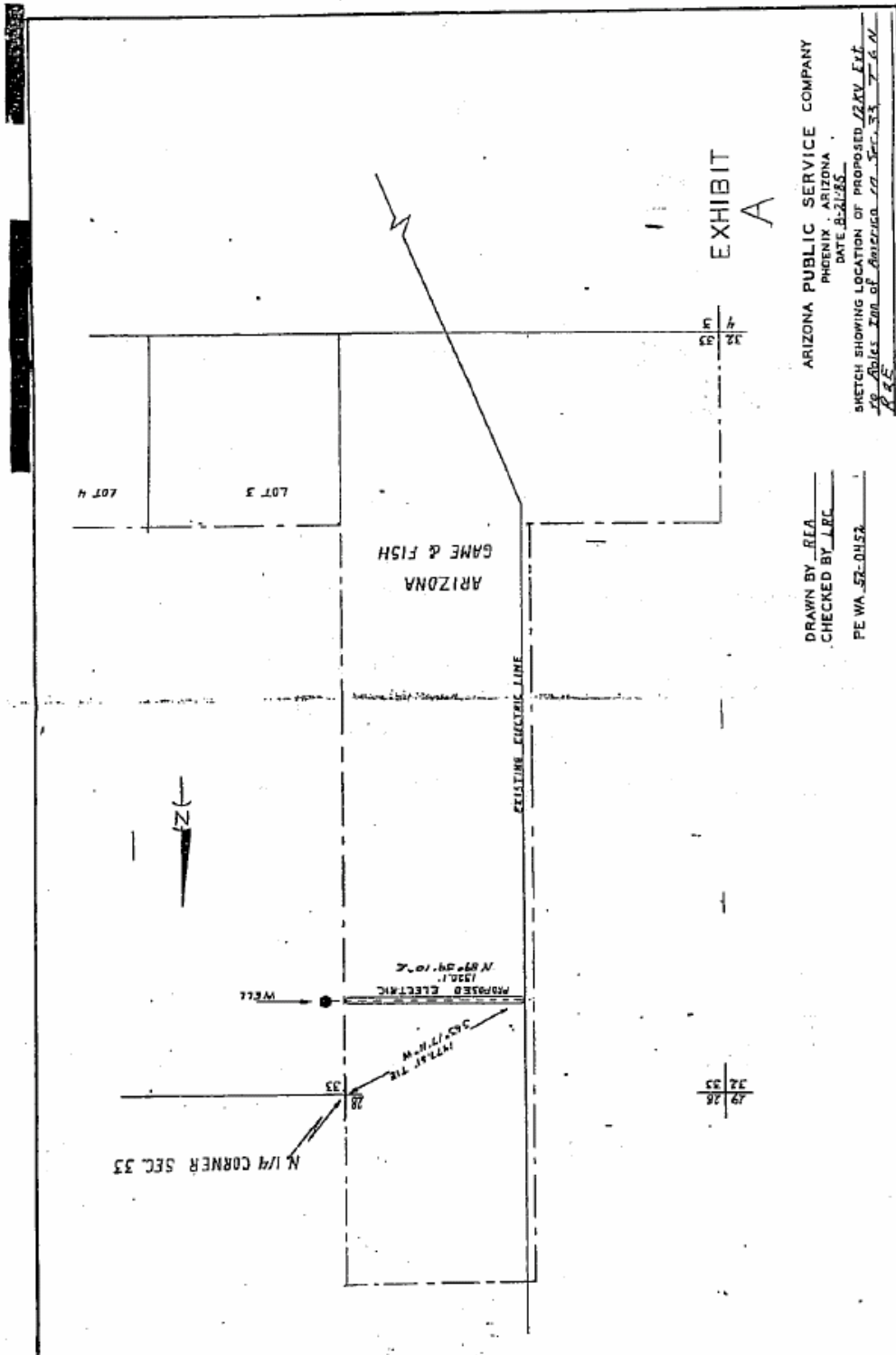


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## United States Department of the Interior

IN REPLY REFER TO:  
A-1232 (MH)

### BUREAU OF LAND MANAGEMENT

Phoenix District Office  
2015 West Deer Valley Road  
Phoenix, Arizona 85027  
(602) 863-4464

May 19, 1986



Mr. Eugene P. Sturla  
Assistant Funds Coordinator  
Arizona Game and Fish Department  
2222 West Greenway Road  
Phoenix, Arizona 85023

MAY 21 1986

Dear Mr. Sturla:

With this letter we are returning the right-of-way agreement between Arizona Game and Fish Commission and Arizona Public Service Company for utility services at the Black Canyon Shooting Range.

This right-of-way will cross an area patented for the shooting range, and is not inconsistent with the purpose of the patent. Therefore, the Bureau of Land Management's concurrence is not required.

We appreciate your advising us of the proposed use. We have placed a copy of the right-of-way agreement in our files.

Sincerely,

Area Manager  
Phoenix Resource Area

Enclosure

Encl. 1 - Right-of-Way agreement



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# 062962

#### SUB-LEASE AGREEMENT

between

THE LOCKETT RANCHES

and

THE ARIZONA GAME AND FISH COMMISSION

THIS SUB-LEASE AGREEMENT, made and entered into  
this 29th day of June, 1962 by and between The  
Lockett Cattle Company, hereinafter called the First Party, and  
the Arizona Game and Fish Commission, an agency of the State  
of Arizona, hereinafter called the SECOND PARTY

#### WITNESSETH:

WHEREAS the SECOND PARTY has under lease No. G-2613  
from the State Land Department the following described land:

Section 3, Township 5 North, Range 2 East  
All west of Black Canyon Highway

Section 4, Township 5 North, Range 2 East  
Lots 1, 2, 3, 4, S 1/2 N 1/2, S 1/2

Section 33, Township 6 North, Range 2 East  
Lots 3 and 4,

WHEREAS the FIRST PARTY, under the name of the Lockett  
Sheep Company, had the above described land under State Lease  
No. G-786 prior to an assignment to the SECOND PARTY as provided  
in an Application For Assignment of Lease dated September 8, 1960  
and a letter from the Arizona Game and Fish Department to Mr. Bob  
Lockett dated August 22, 1960, and

WHEREAS the survey stipulated in paragraph 3 of the above



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letter dated August 22, 1960 has been substantially completed and the high use areas have been tentatively delineated,

NOW, THEREFORE, the SECOND PARTY hereby agrees to sub-lease to the FIRST PARTY the following described land:

That part of the S 1/2 S 1/2 Section 3,  
Township 5 North, Range 2 East,  
lying west of the Black Canyon Highway

S 1/2 SE 1/4, SW 1/4, SW 1/4 NW 1/4 and  
Lot 4, Section 4, Township 5 North,  
Range 2 East

Lots 3 and 4 Section 33, Township 6 North,  
Range 2 East, consisting of approximately  
560 acres,

subject to the following conditions:

1. This sub-lease shall terminate on January 25, 1964, the termination date of Lease No. G-2631 between the SECOND PARTY and the State Land Department or on the termination date of any lease reclassifying lands under G-2613.

2. This sub-lease will be renewed between the FIRST PARTY, or any successor in interest, and the SECOND PARTY, subject to the approval of the State Land Department, under substantially the same terms contained herein, unless increased public use of the area makes it advisable, in the opinion of the SECOND PARTY, to modify any provisions of this agreement or to refrain from renewing this or any sub-lease.

3. Annual rental fees charged under this sub-lease or any renewal will not exceed those charged by the State Land Department for a grazing lease in that area for the same type of range land,





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4. The area covered by State Lease No. G-2613 will not be fenced by the SECOND PARTY unless public use of the area becomes so great or special conditions develop making it advisable in the opinion of the SECOND PARTY, to fence certain portions thereof.

5. It is not to be inferred that some public use of the land covered by this sub-lease will not occur nor that a portion of some public use developments will not fall upon the sub-leased land.

6. Provisions of a sub-lease agreement between the SECOND PARTY and the Maricopa County Board of Supervisors dated January 3, 1961 shall be recognized wherein they may apply to this sub-lease.

7. All provisions of State Lease No. G-2613, any renewal thereof or of any state lease issued on the described state land to the SECOND PARTY and all provisions of the laws and regulations of the State Land Department shall apply to this sub-lease.

IN WITNESS WHEREOF Bob Lockett and Lois L. Lockett, his wife have executed this sub-lease agreement as the FIRST PARTY and the SECOND PARTY has authorized this agreement to be executed by its chairman, Marcel Forman, and its secretary, R. J. Smith, as shown in the minutes of a regular meeting dated May 18, 1962

FIRST PARTY


Bob Lockett  
Lois L. Lockett

ARIZONA GAME AND FISH COMMISSION

By M. N. Forman Chairman

By R. J. Smith Secretary

SECOND PARTY

	<b>Attachment III</b>		Arizona Game and Fish Department Purchasing Office 2221 West Greenway Road Phoenix, Arizona 85023-4399
	SOLICITATION NO. <u>GF6015-J</u>		
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## **APPENDIX D**

### **Clay Target Center Contract**



## Attachment III

Arizona Game and Fish Department  
Purchasing Office  
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### INTRODUCTION/PURPOSE:

The Arizona Game and Fish Department (Department) assumed operation of The Ben Avery Shooting Facility from Maricopa County Parks and Recreation Department in July of 1995. After considerable discussion and evaluation, the Arizona Game and Fish Commission (Commission) directed that the Department maintain the long-term operations of this facility. In addition, the decision was also made to contract the operation of its trap and skeet ranges (BASFTSR) to a private contractor. This is the only area of the facility that is leased for operation by a private contractor. In September 1996, LB Chief and Co., Inc. (Contractor), assumed operation and management of the facilities' trap and skeet ranges.

One element of the contract for the operation of the BASFTSR, requires that the contractor develop a 10-Year Re-Development Plan and recommend policies regarding the rules and regulations governing the use of the property, including setting the fees and other charges made and the implementation of capital improvements. This document includes the proposed plan from the Contractor, along with the Department's recommendations.

The purpose of the 10-Year Re-Development Plan is to formally document the long-range conceptual plans as proposed by the contractor and to ensure that these plans meet with the Department's long-range goals and objectives for the BASFTSR. In addition, several of the proposed actions include components for which the Department will be responsible. Therefore, the plan will also ensure the integration of financial resources on a prioritized basis. While the actual implementation of each project will require substantive documentation along with project level approval from the Department, this document is being provided to the Commission for conceptual approval. The content of the Project Level request would include specific items as addressed in the "Outline" for the Clay Target Center 10-Year Re-Development Plan (*Exhibit I*).

The 10-Year Re-Development Plan is a dynamic document that can be modified at a future date to include any potential changes that may be required. Any significant modifications or changes to the conceptual plan would be brought to the Commission for approval. The Contractor's 10-Year Redevelopment Plan as submitted is included (*Exhibit II*).

The Department assumes that all projects submitted by the Contractor will be completed within the current contractual timeframe and that the Contractor will have achieved its desired Return on Investment. In accordance with the contract, it is also assumed that all permanent structures and improvements, will become the property of the Commission upon expiration of the contract.

A copy of the contract is included for your reference (*Exhibit III*).



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Arizona Game and Fish Department  
Purchasing Office  
2221 West Greenway Road  
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The following summarizes Department's recommendation to the Commission:

ITEM	ISSUE	RECOMMENDATION	PRIORITY
01	Trap/Skeet House Replacement	Conceptually Agree	High
02	Field Lighting	Conceptually Agree	High
03	Field Wiring	Conceptually Agree	High
04	Entrance Lighting	Conceptually Agree	Low
05	Shade Cover Lighting	Conceptually Agree	Low
06	Storage Building	Conceptually Agree	High
07	RV Campground	Conditionally Agree	Medium
08	2 <sup>nd</sup> Sporting Clays	Postponed until Facility Master Plan is completed in 7/2000	
09	Clubhouse Expansion	Conceptually Agree	Medium
10	Trap/Sheet House Expansion	Postponed until Facility Master Plan is completed in 7/2000	
11	Landscaping	Conceptually Agree	Medium
12	Sporting Clays Tower	Conceptually Agree	Medium
13	Parking Lot Expansion	Conceptually Agree	Medium
14	Security Fence	Conceptually Agree	Medium
15	Water Outlets	Disagree	N/A
16	Parking Curbs	Conceptually Agree	Medium

Item 8 (Second Sporting Clays Layout) and Item 10 (Additional Trap and Skeet Houses) will be addressed in a future recommendation.

The following issue specific recommendations are provided to the Commission by the Department. Each project is addressed individually to facilitate approval or rejection of that project.



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### **IDENTIFICATION OF GOAL** (As identified by LB Chief)

#### **PRIMARY GOAL:**

To provide shooters of all ages, genders, and levels of abilities, with a safe, family orientated, professionally operated clay target facility.

#### **SECONDARY GOAL:**

To continue promotion and growth for all major events by building the finest clay target facility in the country.

**DEPARTMENT RESPONSE:** It is not the intent of the Department to have major competitive events compromise the Primary Goal as identified by LB Chief. Major Events will supplement and be in addition to the Primary Goal.

As identified in the contract, "The purpose of Ben Avery Shooting Facility (includes Ben Avery Shooting Facility Trap and Skeet Range) is: To provide citizens with a safe environment to participate in the shooting sports with emphasis on: Firearms Safety; Hunter Education; Hunter sight-ins; Junior programs; New shooter programs; Competitive events; Spectator participation; Community outreach; Firearms training; Proficiency and safe use of firearms and other hunting equipment; Wildlife Management; and Public information, by the operation and maintenance of buildings, structures, and infrastructures at Ben Avery Shooting Facility".





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#### ITEM #1

**ISSUE #1** Old Trap & Skeet houses not to code or regulation (As identified by LB Chief)

**NEED #1:** A number of the Trap and Skeet houses built by the past tenants pose potential safety issues and do not meet regulations as set by the sanctioning bodies governing these sports. Some of these fields need to be rebuilt and replaced for the safety of staff working in and around them. They also should be built to match regulation specs so that we can continue building one of the finest clay target facilities in the world.

**Objective #1:** To rebuild and replace Trap and Skeet houses on an as needed basis.

- To replace two trap houses with pre fabricated houses approved by the Amateur Trapshooting Association by Jan 10, 2000
- To replace an additional four Trap houses by Jan 1, 2001
- To replace the remaining Trap houses on an as needed basis.
- To replace the wooden Skeet Fields with matching slump block

#### DEPARTMENT RESPONSE

FOR REFERENCE PURPOSES, THE TRAP AND SKEET FIELDS ARE INVENTORIED AND IDENTIFIED AS FOLLOWS:

<u>DEPARTMENT FIELD #</u>	<u>CTC #</u>	<u>NOTES (FROM WEST TO EAST)</u>
A	NONE	TRAP
B	NONE	TRAP
C	1	TRAP, TEMPORARY SKEET
D	2	TRAP, TEMP. SKEET
C	3	TRAP, TEMP SKEET
D	4	TRAP, TEMP SKEET
E	5	TRAP, ONE LIGHT STANDARD
F	6	TRAP, ONE LIGHT STANDARD
G	7	TRAP, ONE LIGHT STANDARD
*H	8	TRAP, SKEET, 5 STAND, 3 LIGHT STANDARDS
*I	9	TRAP, SKEET, 3 LIGHT STANDARDS
*J	10	TRAP, SKEET, 2 LIGHT STANDARDS
*K	11	TRAP, SKEET, 2 LIGHT STANDARDS
L	12	TRAP, TEMP SKEET
M	13	TRAP, TEMP SKEET
N	14	TRAP, TEMP SKEET
O	15	TRAP, TEMP SKEET, ZZ BIRD
P	16	TRAP, TEMP SKEET
Q	17	TRAP, TEMP SKEET

\* PERMANENT BLOCK SKEET HOUSES, DEPARTMENT BASE FACILITY.



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2221 West Greenway Road  
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- A. Department Recommendation:
- Conceptually Agree
- B. Assumptions:
- The "Base Facility" consisted of 4 ranges built from block.
  - Lighting and electrical would be included in newly built Trap/Skeet houses.
  - Trap/skeet houses in Western most fields would need to be designed to not allow shot to fall out of the Department's boundary or eliminated.
  - Fields would be designed and built to allow for both Trap and Skeet.
  - All structures would be professionally designed and built to applicable building codes.
  - Would require ADOA approval
  - ADA compliant.
- C. Recommendation Rationale:
- Shot falling outside Department boundary is a liability issue.
  - Unsafe structures need to be brought up to safe standards and code requirements.
- D. Priority/Implementation Schedule:
- High Priority
  - Bring "Non-Base Facility" fields to standards
- E. Responsible Party for Project
- LB Chief
- F. DEPARTMENT Obligations
- Review/Guidance/Approval of detailed project plan
- G. LB Chief Obligations
- Submit documentation for Project Level Approval
- H. Funding Source (Who Pays)
- LB Chief



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### ITEM #2

#### **ISSUE # 2:** Field Lighting (As identified by LB Chief)

**NEED # 2:** The current field lighting is worn out and inefficient. The lighting was probably the best money could buy in 1964, however the lack maintenance by the previous tenants has made them unsafe, unreliable, and almost unusable. Some of the poles have broken at the hinges and made them very dangerous for the staff to adjust them properly, as well as the adjustment screws being rusted shut.

The current lighting not only needs to be refurbished and replaced, but the need for additional lighting to some of the existing fields as well as to some fields that currently have no lighting, so that more users can be accommodated during evening hours.

**Objective # 2:** To upgrade the current lights, and add additional lights to other fields.

#### **DEPARTMENT RESPONSE**

##### A. Department Recommendation:

- Conceptually Agree

##### B. Assumptions:

- Existing lighting is the responsibility of the Department (fields G,H,I,J,K,L,M).
- New Lighting is the responsibility of LB Chief.
- New lighting would be professionally designed and specified for the Shooting Sports Application.

##### C. Recommendation Rationale:

- Lighting is important for safety and operation of this type of facility.
- Lighting expands hours of operation especially during the summer.

##### D. Priority/Implementation Schedule:

- High Priority
- Implementation during FY 2002 and 2003

##### E. Responsible Party for Project

- LB Chief for new lighting (fields A,B,C,D,E,F,N,O,P,Q,R,S)
- Department for existing lighting (fields G,H,I,J,K,L,M).

##### F. Department Obligations

- Budget funding to upgrade existing lighting (fields G,H,I,J,K,L,M)..
- ✓ Inspect existing lighting equipment for structural integrity and perform corrective actions necessary to reduce safety hazards for the short term.
- ✓ Complete refurbishment or replacement of existing lighting when funds are available.
- Review/Guidance/Approval of detailed project plan



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#### G. LB Chief Obligations

- Responsible for lighting on 12 other fields.
- Submit documentation for Project Level Approval

#### H. Funding Source (Who Pays)

- Department for existing lighting.
- LB Chief for new lighting.



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### ITEM #3

#### **ISSUE # 3:** Field wiring (As identified by LB Chief)

**NEED # 3:** The current field wiring needs to be replaced and made to code. Many of the fields cannot be used at the present time due to the old wiring. These fields are also not safe for the staff to work around, due to the exposed wires and potential safety issues. A need for 12volt wiring is also necessary, to run machinery wiring separate from the existing 110 volt.

**Objective # 3:** To work with the department to bring current wiring to code

#### **DEPARTMENT RESPONSE**

##### **A. Department Recommendation:**

- Conceptually Agree

##### **B. Assumptions:**

- The "Base Facility" is in compliance with current code.
- City and County permitting as required.
- 12-volt wiring is operational wiring and LB Chief issue. AGFD Engineering Section has made recommendations to LB Chief for proper installation.
- Original agreement with the Contractor was to ensure that the Base Facility was to code (safe and operable) and that the remaining fields would remain "as is", as machines operate with 12 volt batteries.

##### **C. Recommendation Rationale:**

- Improves usability of fields.
- Reduces safety hazards and potential damage to equipment from shot.

##### **D. Priority/Implementation Schedule:**

- High Priority
- Associated with Issue #1

##### **E. Responsible Party for Project**

- LB Chief

##### **F. Department Obligations**

- Review/Guidance/Approval of detailed project plan

##### **G. LB Chief Obligations**

- Submit documentation for Project Level Approval

##### **H. Funding Source (Who Pays)**

- LB Chief





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### ITEM #4

#### **ISSUE #4:** Front Entrance Lighting (As identified by LB Chief)

**NEED #4:** Lighting the front entrance to the CTC is not only a safety issue, but a professional one as well. The front entrance is very dark and difficult to find at night. This not only makes the facility difficult for the user to find, but endangers them on the road trying to do so.

**Objective #4:** To light the front entrance with the appropriate lighting.

#### **DEPARTMENT RESPONSE**

##### A. Department Recommendation:

- Conceptually Agree

##### B. Assumptions:

- Use existing light fixtures that are available.
- Light up sign at entrance.
- City and County permitting as required.

##### C. Recommendation Rationale:

- Will make it easier for LB Chief customers to find entrance.
- Currently, only reflectors indicate entrance.

##### D. Priority/Implementation Schedule:

- Low Priority
- Long Term objective of BASF is to have one main entrance to access all ranges.

##### E. Responsible Party for Project

- LB Chief

##### F. Department Obligations


- Review/Guidance/Approval of detailed project plan

##### G. LB Chief Obligations

- Submit documentation for Project Level Approval

##### H. Funding Source (Who Pays)

- LB Chief

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*Completed  
02/02*

### ITEM # 5

#### **ISSUE # 5:** Shade Covers Lighting (As identified by LB Chief)

**NEED # 5:** Shade cover lighting is needed to ensure the safety of our users and staff. This area is very dark and difficult to see under at night. By lighting these areas the user will be able to see that their equipment is handled properly. This will also provide light to help the user walk around without fear of tripping or rattlesnakes.

**Objective # 5:** To provide lights under the shade sheds along the front line.

#### **DEPARTMENT RESPONSE**

##### A. Department Recommendation:

- Conceptually Agree

##### B. Assumptions:

- Considered part of "Base Facility".

##### C. Recommendation Rationale:

- Convenient for customers.
- Increase Safety.

##### D. Priority/Implementation Schedule:

- Low Priority

##### E. Responsible Party for Project

- ✓ Department
- ✓ Installation completed by FY 2002 / *Completed Feb, 2002*

##### F. Department Obligations


- Obtain funding
- Design
- Installation

##### G. LB Chief Obligations

- Maintaining system

##### H. Funding Source (Who Pays)

- Department

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### ITEM #6

#### **ISSUE # 6:** Steel Storage Building (As identified by LB Chief)

**NEED # 6:** The need for a large steel storage shed will provide a safe and secure place for the CTC to store the necessary equipment and targets to operate the facility in a professional manner. The CTC currently uses steel storage containers rented from a local business, however these containers are not efficient enough to ensure the safety and security needed for a facility of this size.

**Objective # 6:** To build a steel building between 2500 and 5000 square feet.

#### **DEPARTMENT RESPONSE**

##### A. Department Recommendation:

- Conceptually Agree

##### B. Assumptions:

- The building is considered a permanent structure and would become property of DEPARTMENT at the end of the contract period.
- Structure to be in harmony with existing structures.
- Pre-engineered metal building to be specified by a registered Architect. Footings and slab to be designed by a registered engineer.
- City and County permitting as required.
- ADOA approval needed.
- ADA Compliant.

##### C. Recommendation Rationale:

- Needed to operate business efficiently.
- Needed to store targets from weather.

##### D. Priority/Implementation Schedule:

- High Priority

##### E. Responsible Party for Project

- LB Chief

##### F. Department Obligations

- Review/Guidance/Approval of detailed project plan

##### G. LB Chief Obligations

- Submit documentation for Project Level Approval

##### H. Funding Source (Who Pays)

- LB Chief



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### ITEM #7

#### **ISSUE 7:** No RV Campground at CTC (As identified by LB Chief)

**NEED #7:** A RV Campground is desperately needed to continue the growth of not only competitive shooting, but for all public shooting. Without having camping facilities on site many potential users will go to other facilities, where they and their families can spend the weekend enjoying shooting sports. Many competitive, and non-competitive, shooters travel from all around the country visiting clay target facilities in their RV's. They like to have the ability to walk from their RV to the area where they are shooting. This way their spouse and/or family can take the car and visit other areas of the city. This is why the current campground at the BASF does not serve our users needs. The RV campground will generate more user days for the facility as a whole. It will also generate income to help continue promotion and usage of the facility. The RV Campground could also be used to help accommodate users from the main range, when additional camping is needed.

**Objective #7:** To develop a recreational vehicle camping area for 100 vehicles, providing water, sewage, and 50-amp service to each site. A washer and dryer room for our guests.

- a. An engineering plan to be developed upon approval of this plan.
- b. Contract job to do site improvements upon completion of the engineering plan
- c. Complete installation by the first of the year 2000.

#### **DEPARTMENT RESPONSE**

##### **A. Department Recommendation:**

- Conditionally Agree.

##### **B. Assumptions:**

- Primarily supports competitive shooting events.
- Engineering Study in format provided (*Exhibit IV*), will be done by LB Chief (Prior to Design Phase) to determine additional infrastructure needs (i.e. power/water/sewage requirements, etc.).
- Additional infrastructure needs will be paid by LB Chief.
- Designed professionally by registered engineer for low maintenance, energy efficiency and safety.
- City and County permitting as required.
- ADOA approval needed.
- Project can not be completed in time frame proposed.
- Proposed RV site will stay in area identified in sitemap.
- Number of sites will be determined by the area proposed in sitemap.
- RV park will be for shooters only.
- ADEQ approval for increased groundwater use may be needed.
- ADA Compliant

##### **C. Recommendation Rationale:**

- Department wishes to ensure the infrastructure supports the project
- Will support competitive events.



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**D. Priority/Implementation Schedule:**

- Medium Priority. Dependant on Engineering Study

**E. Responsible Party for Project**

- LB Chief

**F. Department Obligations**

- Review/Guidance of detailed project plan
- Engineering Study Approval
- Provide Engineering Study Format (*Exhibit IV*)

**G. LB Chief Obligations**

- Submit documentation for Project Level Approval
- Perform Engineering Study

**H. Funding Source (Who Pays)**

- LB Chief





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### ITEM #8

#### **ISSUE # 8:** Second Sporting Clays Layout (As identified by LB Chief)

**NEED # 8:** Because of demand and the shooters desire for variety, a second sporting clays layout has become a necessity for future growth and ability to maintain our current customer base. Due to the number of public users using the present layout we are experiencing difficulties providing services to all of our customers. Unfortunately, the CTC is the only sporting clays layout in Central and Northern Arizona. Therefore, by providing a second layout we will be able to continue to promote public shooting by offering diversity and exciting new challenges for all shooters.

The CTC. Has already achieved the name as one of the finest facilities in the country. The CTC already hosts the Arizona Sporting Clays Championships and has recently been awarded the 2000 Zone 7 (13 Western United States) and should be able to win the bid for the US Open Championships in the next three years. These events will all be lost if the CTC is not capable of providing a second layout.

Our monthly tournaments have grown to a size that they are keeping the new public shooter from trying this game for the first time, due to tournament usage. It is important to note that the shooters participating in these monthly tournaments all came from the public shooter who was just having fun shooting Clays. The second course will allow us to continue to promote and introduce the new shooter to the game of Sporting Clays.

**Objective # 8:** To provide a second sporting clays layout for additional user days by April 1,2000.

- a. A site plan for the general area has already been completed.
- b. To start layout upon approval this process will entail the use of aerial maps and walking the area to find best usage of ground for course to be laid out on. This process takes hands on planning to ensure that the best possible layout can be obtained from the ground being used. A sporting clays layout is a pathway and its actual design cannot be predetermined without going a little at a time, and staking the path out.
- c. To start cutting the pathway, with the use of a small tractor blade. This will level the ground for easy safe walking. Feb. 1,2000
- d. Application of ¼ minus Madison Granite to help keep the dust down and provide safe walking during rains. April 1,2000
- e. Develop best possible location for parking lot. This process will follow the same procedures as the pathway.

#### **DEPARTMENT RESPONSE**

- Postponed until July 2000 (Facility Master Plan Completion)
- This request is outside the area specified in the contract and requires a detailed review of land needs/uses.



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### ITEM #9

#### **ISSUE # 9:** Additional Clubhouse Space. (As identified by LB Chief)

**NEED # 9:** The need for Clubhouse expansion is rapidly becoming a necessity for further growth of the facility. The existing house is in need of additional restrooms, a full service kitchen, classroom area, and additional Pro Shop. The demands being placed on the current facility are straining management's ability to provide the customer with a full service, well managed, professional operation. Without this we are unable to provide appropriate programs for new shooters, junior programs and special events.

**Objective # 9:** To enlarge the club house providing additional Pro Shop, classroom, restroom and kitchen areas

#### **DEPARTMENT RESPONSE**

##### **A. Department Recommendation:**

- Conceptually Agree

##### **B. Assumptions:**

- The expansion will create a room that lends itself for use of a classroom for at least 50 people.
- Requires services of a Professional Architect for design.
- City and County permitting as required.
- Requires approval by ADOA.
- ADA compliant.
- Will be in harmony with existing structure.

##### **C. Recommendation Rationale:**

- Supports Department goal of Hunter Education and Firearms Education.

##### **D. Priority/Implementation Schedule:**

- Medium Priority

##### **E. Responsible Party for Project**

- LB Chief

##### **F. Department Obligations**


- Review/Guidance/Approval of detailed project plan

##### **G. LB Chief Obligations**

- Submit documentation for Project Level Approval

##### **H. Funding Source (Who Pays)**

- LB Chief

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#### ITEM #10

##### **ISSUE #10:** Additional Trap & Skeet houses (As identified by LB Chief)

**NEED #10:** The need for additional Trap & Skeet houses has recently become a request from both of the National Skeet Shooting Association and the Arizona State Trap Association. These associations have recognized the rapid growth of the facility and its importance to shooting in the Western United States. The opportunity to host major events for these governing bodies is quite an honor for the facility. Events of this size quite often bring major magazine recognition as well as potential television exposure. To accomplish this an additional ten skeet fields and twenty to thirty trap fields would be necessary.

**Objective #10:** To provide additional skeet fields to host major championship and greatly increase user days.

- a. These fields would be built upon confirmation from the governing bodies. It is the intentions of the National Skeet Shooting Association to host a Western United States Masters Championship.
- b. The Amateur Trap Shooting Association is losing one of its biggest clubs in the West and will need a club of this size to further shooting promotion.
- c. The site plan has been developed.
- d. The engineering plans will be completed when the need for these fields becomes necessary to be built.

##### **DEPARTMENT RESPONSE**

- Postponed until July 2000 (Facility Master Plan Completion)
- This request is outside the area specified in the contract and requires a detailed review of land needs/uses.



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### ITEM #11

#### **ISSUE # 11:** Modern Course (Trees – Grass - fill dirt) (As identified by LB Chief)

**NEED # 11:** A course designer has recommended that we bring in fill dirt to build small rising hills around the interior of the sporting clays course. This will provide the user with some rolling natural terrain to practice their skills as well as helping to provide a backdrop for shot fall under certain circumstances. Placement of trees around the course will also help provide the user with exciting challenges as well as additional back drop for shot fall. If the RV campground requires the use of an affluent water treatment system, a recommendation of winter grass around the inside of the sporting layout would greatly enhance the beauty and the cleanliness of the course.

#### **Objective # 11:** To further the enhanced beauty of the sporting clays layout.

- a. Have clean fill dirt placed around the course where needed and re- vegetated, with native plants and trees.
- b. To have a landscape company move the excess small trees from around the facility and place them on the course.
- c. To have a landscape company plant new trees where they are needed

If an affluent water treatment system is used on the RV Campground, a landscape company would be used to assist us in adding a green belt of winter grass around the inside of the course.

#### **DEPARTMENT RESPONSE**

##### A. Department Recommendation:

- Conceptually Agree

##### B. Assumptions:

- Clean fill dirt shall be certified hazardous free.
- A drainage plan will be submitted (may be part of the Lead Management Plan).
- Sonoran Desert habitat shall be maintained,
- Only plants approved by the Department can be used.
- Only new vegetation obtained off-site can be used, no transplanting.
- Lead Management Plan required.
- No landscape materials will be harvested from facility without prior written approval.

##### C. Recommendation Rationale:

- Native vegetation supports Department's mission of conserving and enhancing native habitat.

##### D. Priority/Implementation Schedule:

- Medium Priority

##### E. Responsible Party for Project

- LB Chief

##### F. Department Obligations

- Review/Guidance/Approval of detailed project plan.



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- Guidance on Plant Species to be used.

### G. LB Chief Obligations

- Submit documentation for Project Level Approval

### H. Funding Source (Who Pays)

- LB Chief





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#### ITEM #12

**ISSUE #12:** Sporting Clays Tower (As identified by LB Chief)

**NEED #12:** The CTC has one of the most highly regarded Sporting Clays Courses in the US. However, its lack of terrain hinders the user from practicing shots that they would find in other parts of the country. The placement of a tower would allow the user to shoot shots they ordinarily would not be able to enjoy.

**Objective #12:** To purchase a sporting clays tower and have it placed on the course.

#### DEPARTMENT RESPONSE

A. Department Recommendation:

- Conceptually Agree

B. Assumptions:

- Tower will meet applicable building codes.
- Tower will be used in existing Sporting Clays Course.
- May need to be approved by ADOA if tower is a permanent structure. May not require ADOA approval if the tower is a mobile piece of equipment.

C. Recommendation Rationale:

- Enhances shooter enjoyment.

D. Priority/Implementation Schedule:

- Medium Priority

E. Responsible Party for Project

- LB Chief

F. Department Obligations

- Review/Guidance/Approval of detailed project plan

G. LB Chief Obligations

- Submit documentation for Project Level Approval

H. Funding Source (Who Pays)

- LB Chief



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### ITEM #13

#### **ISSUE #13:** Parking Lot (As identified by LB Chief)

**NEED #13:** The need for additional paved parking is also a request of our customers. One of the great features of the CTC is our paved parking. The CTC is the only facility in the state that provides this service, and the users appreciate being able to drive their new or clean vehicle out to the range and leave without having it covered in dust. The user base is however exceeding the current paved parking and therefore causing parking issues by wanting to be on the pavement.

**Objective #13:** To have the rest of the parking area behind the shooting fields paved.

#### **DEPARTMENT RESPONSE**

##### A. Department Recommendation:

- Conceptually Agree.

##### B. Assumptions:

- Pavement to comply with appropriate Civil Engineering standards based upon anticipated use.
- City and County permitting as required.
- ADOA approval required.
- ADA compliant.
- Solid parking curbs would be done in conjunction with paving.
- Parking areas require appropriate curbing and/or vehicle stops.

##### C. Recommendation Rationale:

- Dust reduction.
- Appearance enhancement.

##### D. Priority/Implementation Schedule:

- Medium Priority

##### E. Responsible Party for Project

- LB Chief

##### F. Department Obligations

- Review/Guidance/Approval of detailed project plan

##### G. LB Chief Obligations

- Submit documentation for Project Level Approval

##### H. Funding Source (Who Pays)

- LB Chief



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### ITEM #14

**ISSUE # 14:** Security fence on south & west boundaries (As identified by LB Chief)

**NEED # 14:** Some type of security fence needs to be installed along the south & west boundaries of the CTC. The facility is too accessible to the public during non business hours.

**Objective # 14:** To work with the department to have some type of security fence placed around the southern & western boundaries of the facility.

### DEPARTMENT RESPONSE

A. Department Recommendation:

- Conceptually Agree

B. Assumptions:

- Will help reduce trespassing and burglary.
- Separates property from proposed BLM hiking trail.
- Will be constructed with other developments in the area.

C. Recommendation Rationale:

- Same as assumptions

D. Priority/Implementation Schedule:

- Medium Priority
- Constructed by 2005

E. Responsible Party for Project

- Department

F. Department Obligations


- Obtain funding
- Design
- Construction
- Maintenance

G. LB Chief Obligations

- Maintaining system

H. Funding Source (Who Pays)

- Department

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### ITEM 15

**ISSUE # 15:** Water outlets (As identified by LB Chief)

**NEED # 15:** The need to place the water outlets at ground level to help reduce maintenance.

**Objective # 15:** To remove and place water outlets at ground level.

#### DEPARTMENT RESPONSE

A. Department Recommendation:

- Disagree

B. Assumptions:

- For long-term operation of the facility, hose bibs are required.
- Ground level water supply can lead to water source contamination.

C. Recommendation Rationale:

- Same as Assumptions.

D. Priority/Implementation Schedule:

- Low Priority

E. Responsible Party for Project

- N/A

F. Department Obligations


- N/A

G. LB Chief Obligations

- N/A

H. Funding Source (Who Pays)

- N/A

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### ITEM 16

**ISSUE #16:** Parking Curbs (As identified by LB Chief)

**NEED #16:** The need for a solid parking curb along the front of the fields.

**Objective #16:** Remove old parking curbs, and have them replaced with a solid curb.

### DEPARTMENT RESPONSE

**A. Department Recommendation:**

- Conceptually Agree.

**B. Assumptions:**

- ADOA approval required.
- ADA compliant.
- Solid parking curbs would be done in conjunction with paving.
- Parking areas require appropriate curbing and/or vehicle stops.

**C. Recommendation Rationale:**

- Needed with paving of parking lot.
- Appearance enhancement.

**D. Priority/Implementation Schedule:**

- Medium Priority

**E. Responsible Party for Project**

- LB Chief

**F. Department Obligations**

- Review/Guidance/Approval of detailed project plan

**G. LB Chief Obligations**

- Submit documentation for Project Level Approval

**H. Funding Source (Who Pays)**

- LB Chief





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Form 4-1983  
(May 1988)  
Arizona 032125

DKT 5930 PAGE 424

## The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land Office at Phoenix, Arizona, is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the Arizona Game & Fish Department, according to the provisions of the Act of Congress of June 14, 1926 (44 Stat. 741; 43 U.S.C. 869), as amended by the Act of June 4, 1954 (68 Stat. 173), as amended, for the following described land:

Gila and Salt River Meridian, Arizona.

T. 6 N., R. 2 E.,

Sec. 28, SE $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Sec. 33, Lots 1 and 2, E $\frac{1}{4}$ NW $\frac{1}{4}$ ,  
and NE $\frac{1}{4}$ SW $\frac{1}{4}$ .

The area described contains 258.18 acres, according to the Official Plat of the Survey of the said Land on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the said Acts of Congress, HAS GIVEN AND GRANTED and by these presents DOES GIVE AND GRANT unto the said Arizona Game & Fish Department, the tract of Land above described, for an archery range only; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Arizona Game & Fish Department and to its successors forever, subject however to the following reservations, conditions, and limitations:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches, and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States.

There is, also, reserved to the United States, all mineral deposits in the land above described, together with the right to mine and remove the same, under applicable laws, and regulations to be established by the Secretary of the Interior.

Provided, that, if the patentee or its successor in interest does not comply with the provisions of the approved plan of development on file with the Bureau of Land Management and designated as decision dated July 30, 1963, concurred in September 16, 1963, or by any revision thereof approved by the Secretary of the Interior, or his delegate, said Secretary, or his delegate, after due notice, and an opportunity for a hearing, may declare the terms of this grant terminated in whole or in part. Such declaration, without more, shall at the option of the

Patent Number 02-64-0084



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(May 1962)

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Arizona 032125

Secretary, or his delegate, revert in the United States full title to the lands involved in the declaration. The Secretary, or his delegate, may in lieu of said forfeiture of title require the patentee, or its successor in interest to pay to the United States an amount equal to the difference between the price paid for the land by the patentee prior to issuance of this patent and 50 percent of the fair market value of the patented lands to be determined by the Secretary, or his delegate, as of the date of issuance of this patent, plus compound interest computed at four percent per annum beginning on the date this patent is issued.

Also, subject to the terms, conditions and covenants prescribed and defined in and by the decision of the Land Office Manager dated July 30, 1963, Serial Number Arizona 032125.

Provided further, that, if the patentee or its successor attempts to transfer title to or control over the lands to another or the lands are devoted to a use other than that for which the lands were conveyed, without the consent of the Secretary of the Interior, or his delegate, or prohibits or restricts, directly or indirectly, or permits its agents, employees, contractors, or subcontractors (including without limitation, lessees, sublessees and permittees), to prohibit or restrict directly or indirectly, the use of any part of the patented lands or any of the facilities thereon by any person because of such person's race, creed, color, or national origin, title shall revert to the United States.

From 120 City Hall Bldg.  
1668 W. Adams

DI-DEED 34186  
STATE OF ARIZONA  
County of Maricopa  
I, Deputy Registrar, do hereby certify that the within instrument was duly recorded in the office of the Registrar at Phoenix, Arizona, on the 21st day of February, 1968, at 9:59 AM.  
FEB 21 1968-9:59  
In Book: 5930  
on Page: 425  
Witness my hand and official seal the day and year aforesaid.  
CLIFFORD H. WARD  
County Recorder  
By: *[Signature]*  
Deputy Registrar



IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Phoenix, Arizona, the SIXTEENTH day of DECEMBER in the year of our Lord one thousand nine hundred and SIXTY-THREE and of the Independence of the United States the one hundred and EIGHTY-EIGHTH.

By: *[Signature]*  
State Director, Arizona.

Patent Number 02-64-0084



## Attachment III

Arizona Game and Fish Department  
Purchasing Office  
2221 West Greenway Road  
Phoenix, Arizona 85023-4399

SOLICITATION NO. GF6015-J

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Form 2232-2  
(November 1964)  
(formerly 4-1370)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Land Office and Serial Number

Arizona  
A 1232

### RECREATION OR PUBLIC PURPOSES LEASE

Act of June 14, 1926 (44 Stat. 741; 43 U.S.C. 860 et. seq) as amended

This lease entered into on this 28 day of January, 19 69, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and Arizona Game and Fish Department,

hereinafter called the lessee, pursuant and subject to the terms and provisions of the Recreation or Public Purposes Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof,

#### WITNESSETH:

Sec. 1. The lessor, in consideration of the rents to be paid and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using for the purposes hereinafter set forth the following-described lands:

T. 6 N., R. 2 E., GSR Mer., Arizona,  
sec. 28, SW $\frac{1}{4}$ SW $\frac{1}{4}$   
sec. 33, W $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$

*140 acres total  
200 acres  
to Bureau  
of Phoenix  
6-7-79*

containing 160.00 acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of 25 years, the rental to be \$ .25/acre per annum. If, at the expiration date of the lease the authorized officer shall determine that the lease may be renewed, the lessee herein will be accorded the privilege of renewal upon such terms as may be fixed by the lessor. The lessee may use the premises for recreation and conservation education purposes.

Sec. 2. There are reserved to the United States all mineral deposits in said lands, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

Sec. 3. The lessor reserves the right of entry, or use, by

- (a) any authorized person, upon the leased area and into the buildings constructed thereon for the purpose of inspection;
- (b) Federal agents and game wardens upon the leased area on official business;
- (c) the United States, its permittees and licensees, to mine and remove the mineral deposits referred to in Sec. 2, above.

Sec. 4. In consideration of the foregoing, the lessee hereby agrees:

- (a) To improve and manage the leased area in accordance with the plan of development and management designated as Filed November 28, 1967,

and approved by an authorized officer on October 10, 19 68, or any modification thereof hereinafter approved by an authorized officer, and to maintain all improvements, during the term of this lease, in a reasonably good state of repair.

- (b) To pay the lessor the annual rental above set forth in advance during the continuance of this lease.

(c) Not to allow the use of the lands described in this lease for unlawful purposes or for any purpose not specified in this lease unless consented to under its terms; nor to prohibit or restrict, directly or indirectly,

or permit its agents, employees, contractors, or subcontractors (including, without limitation, lessees, sublessees, and permittees), to prohibit or restrict the use of any part of the leased premises or any of the facilities thereon by any person because of such person's race, creed, color, or national origin.

- (d) Not to assign this lease or to change the use of the land, without first receiving the consent of the authorized officer.

(e) That this lease may be terminated after due notice to the lessee upon a finding by the authorized officer that the lessee has failed to use the leased lands for the purposes specified in this lease for a period of 2 consecutive years; or that all or part of the lands is being devoted to some other use not consented to by the authorized officer; or that the lessee has not complied with his development and management plan pursuant to the special rental arrangement of 25 cents per acre per year, but the authorized officer may, in lieu of termination, require the lessee or his successor in interest to pay the United States an amount equal to the difference between the rental paid for the land by the lessee or his successor in interest prior to the termination of this lease and 50 percent of the fair rental value of the leased lands, to be determined by the authorized officer, as of the date of issuance of this lease, plus compound interest computed at 4 percent beginning on the date this lease is issued.

- (f) That upon the termination of this lease, expiration, surrender, or cancellation thereof, the lessee shall surrender possession of the premises to the United States in good condition and shall comply with such provisions and conditions respecting the removal of the improvements of, and equipment on the property as may be made by an authorized officer.





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Purchasing Office  
2221 West Greenway Road  
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(g) To take such reasonable steps as may be needed to protect the surface of the leased area and the natural resources and improvements thereon.

(h) Not to cut timber on the leased area without prior permission of, or in violation of the provisions and conditions made by an authorized officer.

(i) That nothing contained in this lease shall restrict the acquisition, granting, or use of permits or rights-of-way under existing laws by an authorized Federal officer.

Sec. 5. Nondiscrimination clauses. During the performance of this contract, the lessee agrees as follows:

(a) The lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(b) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the lessee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(e) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

Approved:

*James Williams*  
Governor of Arizona

IN WITNESS WHEREOF:

Arizona Game and Fish Department

*William J. Miller*  
(Signature of Lessee)

*Edward J. Gatti*  
(Signature of Witness)

This 21<sup>st</sup> day of October, 1968

GARY K. NELSON

The Attorney General

*Joseph C. Clift*  
Sant Attorney General

(f) In the event of the lessee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The lessee will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such litigation to protect the interest of the United States.

Sec. 6. The lessee may surrender this lease or any part thereof by filing a written relinquishment in the appropriate land office. The relinquishment shall be subject to the payment of all accrued rentals and to the continued obligation of the lessee to place the lands in condition for relinquishment in accordance with the applicable lease terms (subsections 4(f) and 4(g)) and the regulations.

Sec. 7. The lessee further agrees to comply with and be bound by those additional terms and conditions identified as Appendix 1.

is

and which are made a part hereof.

Sec. 8. No Member of, or Delegate to, the Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as otherwise provided in 43 CFR, Part 7, shall be admitted to any share or part of this lease, or derive any benefit that may arise therefrom, and the provisions of Title 18 U.S.C. Sections 431-433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

THE UNITED STATES OF AMERICA

By *Glendon E. Collins*  
(Authorized Officer)

Land Office Manager

(Title)

January 23, 1969

(Date)



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Arizona Game and Fish Department  
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SOLICITATION NO. GF6015-J

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ALO 1814.1-99  
(May 1965) Amd.

Appendix 1  
A 1232

TITLE VI--CIVIL RIGHTS ACT OF 1964  
Form of Assurance for Transfer Documents  
other than Patents

(1) The grantee (lessee) covenants and agrees that he will comply with provisions of Title VI of the Civil Rights Act of 1964, and that he will not, for the period during which the property conveyed by this instrument is used for recreational and conservation education purposes, or for another purpose involving the provision of similar services or benefits, engage in any discriminatory action prohibited by 43 CFR 17.3, to the end that no person in the United States shall, on grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program for which the grantee received Federal financial assistance by this grant. This assurance shall obligate the grantee, or in the case of transfer of the property granted herein, any transferee, for the period of his grant (lease, etc.).

(2) The grantee (lessee) further agrees that he will not transfer the property conveyed by this instrument for the purposes designated in paragraph one hereof or for another purpose involving the provision of similar services or benefits, unless and until the transferee gives similar written assurance to the authorized officer, Bureau of Land Management, that he will comply with provisions of paragraph one hereof.

(3) The grantee (lessee) agrees that the right is reserved to the Department of the Interior to declare the terms of this grant terminated in whole or in part and to revest in the United States title to the property conveyed herein, in the event of a breach of the nondiscrimination provisions contained in paragraph one hereof at any time (or during the term of this lease, right-of-way, etc.).

(4) The grantee (lessee) agrees that as long as property conveyed hereby is used for the purpose designated in paragraph one hereof, or for another purpose involving the same or similar services or benefits, the obligation to comply with the provisions of Title VI of the Civil Rights Act of 1964 shall constitute a covenant running with the land for the term of this grant, lease, etc.

(5) The grantee (lessee) agrees that in the event of violation or failure to comply with the requirements imposed by paragraph one the United States may seek judicial enforcement of such requirements.

(6) The grantee (lessee) agrees that he will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility granted.





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## The United States of America

To all to whom these presents shall come, Greeting:

AZA 1232

### WHEREAS

State of Arizona, by and through the Arizona Game and Fish Commission  
is entitled to a land patent pursuant to the Recreation and Public Purposes Act of June 14, 1926,  
as amended, 43 U.S.C. 869 et seq., for the following described land:

Gila and Salt River Meridian, Arizona

T. 6 N., R. 2 E.,  
sec. 28, S $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
sec. 33, W $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ .

containing 140 acres.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES, unto the  
above-named claimant, the land described above for an archery range only; TO HAVE AND  
TO HOLD the land with all the rights, privileges, immunities, and appurtenances, of  
whatsoever nature, thereunto belonging, unto the above-named claimant, and its assigns  
forever; and

### EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches or canals constructed by the  
authority of the United States. Act of August 30, 1890,  
43 U.S.C. 945.
2. All mineral deposits in the lands so patented, and to it, or  
persons authorized by it, the right to prospect for, mine and  
remove such deposits from the same under applicable laws and  
such regulations to be established by the Secretary of the  
Interior.

Patent Number **02-98-0012**



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SUBJECT TO those rights for powerline purposes granted to the Arizona Public Service Co., its successors or assigns, by right-of-way No. AZA 22432, pursuant to Title V of the Federal Land Policy and Management Act of 1976, 43 U.S.C. 1761.

Provided, that title shall revert to the United States upon a finding, after notice and opportunity for a hearing, that, without the approval of the Secretary of the Interior or his delegate, the patentee or its approved successor attempts to transfer title to or control over the lands to another, the lands have been devoted to a use other than that for which the lands were conveyed, or the lands have not been used for the purpose for which the lands were conveyed for a 5-year period.

Provided further that the Secretary of the Interior may take action to revest title in the United States if the patentee directly or indirectly permits its agents, employees, contractors, or subcontractors (including without limitation lessees, sublessees, and permittees) to prohibit or restrict the use of any part of the patented lands or any of the facilities thereon by any person because of such person's race, creed, color, sex, national origin or handicap.

The grant of the herein described lands is subject to the following reservations, conditions and limitations:

1. The patentee or its successor in interest shall comply with and shall not violate any of the terms or provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 241, and requirements of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant thereto (43 CFR 17) for the period that the lands conveyed herein are used for the purpose for which the grant was made pursuant to the act cited above, or for another purpose involving the provisions of similar services or benefits.
2. If the patentee or its successor in interest does not comply with the terms or provisions of Title VI of the Civil Rights Act of 1964, and the requirements imposed by the Department of the Interior issued pursuant to that title, during the period during which the property described herein is used for the purpose for which the grant was made pursuant to the act cited above, or for another purpose involving the provision of similar services or benefits, the Secretary of the Interior or his delegate may declare the terms of this grant terminated in whole or in part.
3. The patentee, by acceptance of this patent, agrees for itself or its successors in interest that a declaration of termination in whole or in part of this grant shall, at the option of the Secretary or his delegate, operate to revest in the United States full title to the lands involved in the declaration.

Patent Number **02-98-0012**



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AZA 1232

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4. The United States shall have the right to seek judicial enforcement of the requirements of Title VI of the Civil Rights Act of 1964, and the terms and conditions of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant to said Title VI, in the event of their violation by the patentee.
5. The patentee or its successor in interest will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility conveyed.
6. The reservations, conditions, and limitations contained in paragraphs (1) through (5) shall constitute a covenant running with the land, binding on the patentee and its successors in interest for the period for which the land described herein is used for the purpose for which this grant was made, or for another purpose involving the provision of similar services or benefits.
7. The assurances and covenant required by paragraphs (1) through (6) above shall not apply to ultimate beneficiaries under the program for which this grant is made. "Ultimate beneficiaries" are identified in 43 CFR 17.12(h).



IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Phoenix, Arizona, the Sixth day of February in the year of our Lord one thousand nine hundred and ninety-eight and of the Independence of the United States the two hundred and twenty second.

By Denise P. Meridith  
Denise P. Meridith  
State Director

Patent Number 02-98-0012



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Arizona Game and Fish Department  
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## United States Department of the Interior

BUREAU OF LAND MANAGEMENT

PHOENIX DISTRICT OFFICE  
2929 WEST CLARENDON AVENUE  
PHOENIX, ARIZONA 85017

IN REPLY REFER TO

AR-032125  
RE-A-133

September 14, 1979

*File*  
*Sept. Leased*  
*lands*  
*Blk. Can. Range*

Robert A. Jantzen  
Director  
Arizona Game & Fish Department  
2222 West Greenway Road  
Phoenix, Arizona 85023

Dear Mr. Jantzen:

We are presently engaged in acquiring an easement for road access across State land in Section 5, T. 5 N., R. 2 E., G&SRM, adjacent to the Black Canyon Archery Range. The easement would provide legal public access across an existing road to the federal lands in the Black Canyon Trails Area.

While surveying the road route, it was discovered that some 300 feet of the road crosses the southwest corner of lands patented to your agency in 1963 under R&PP Case AR-032125 for the Archery Range. (See attached map). You have apparently acknowledged the use of this road since your boundary fence excludes it from the rest of your managed lands.

In order that the road be recognized and preserved as public access to the Black Canyon Trails Area, we would like it to be made a part of your management plan. If you concur with this proposal, please confirm to us in writing and your correspondence will be included as part of the management plan for that grant.

If you have any questions on this matter, please contact Bob Archibald, Phoenix Resource Area Manager, at 261-4231.

Sincerely,

*W. K. Barker*  
District Manager

Enclosure



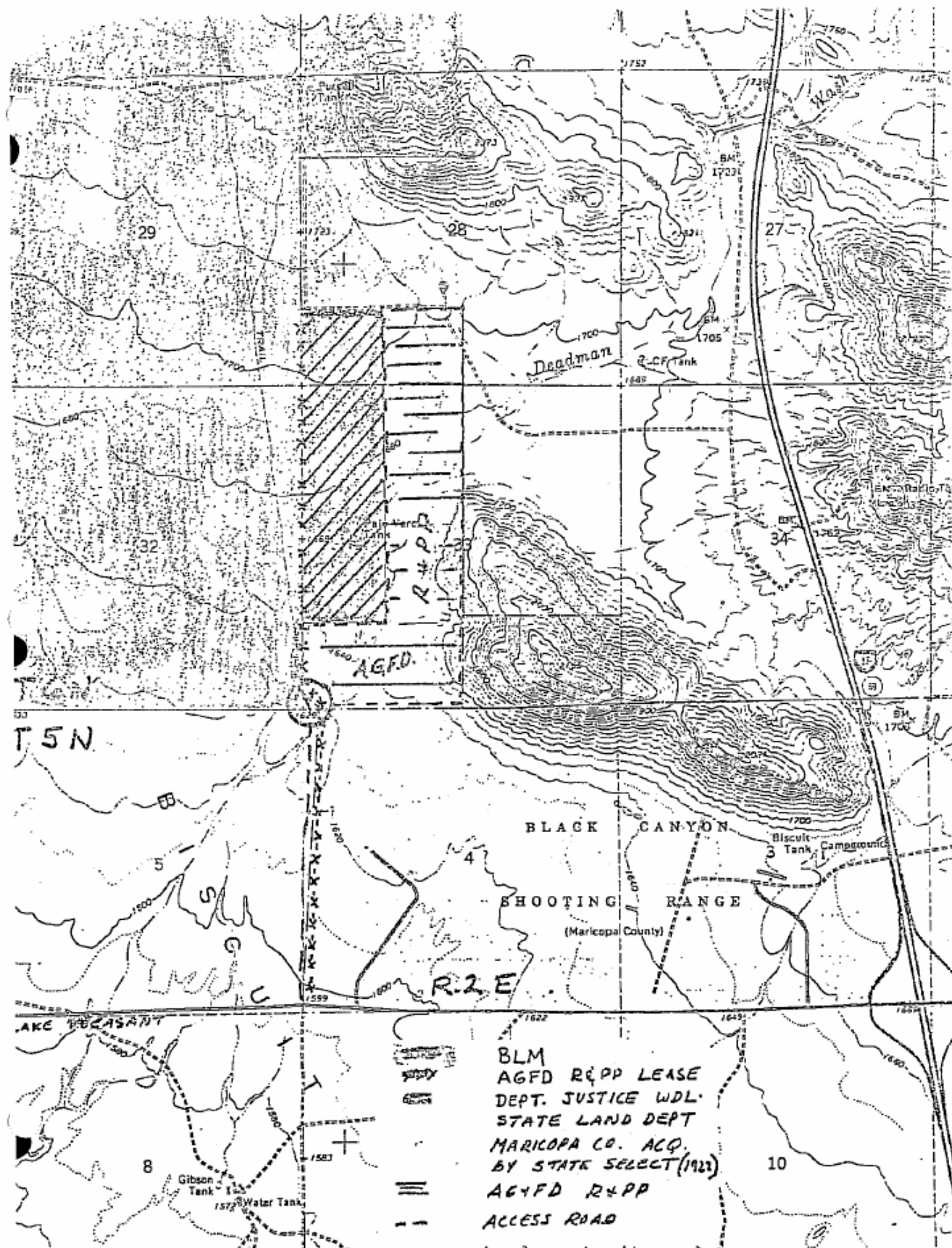


## Attachment III

Arizona Game and Fish Department  
Purchasing Office  
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### Attachment III

Arizona Game and Fish Department  
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November 20, 1967

Mr. Glendon E. Collins, Manager  
Arizona Land Office  
Bureau of Land Management  
3022 Federal Building  
Phoenix, Arizona 85025

Dear Mr. Collins:

This is in reply to your letter of November 13, 1967 with reference to our Recreation and Public Purposes application A-1232 to purchase 160 acres in Secs. 28 and 33, T.6N., R.2E., GSRBM, Arizona for expansion of the Black Canyon Shooting Range and Recreation Complex.

Currently, the Black Canyon Shooting Range contains 1283 acres of state lease land which includes the small and big bore rifle ranges and the trap and skeet ranges and 258 acres of federally acquired patented land which contains the Black Canyon Archery Range. Presently, the Arizona Game and Fish Department would like to acquire the above 160 acres of federal domain land for the development of a nature and conservation education center. Our Information-Education people believe that such a center would aid immensely in our teaching of conservation of our natural resources, our wildlife management program, and the concept of multiple-use management as advocated by the Bureau of Land Management. The center would house displays on water developments, wildlife management programs, land resource management programs, and other similar displays and exhibits. In addition, a nature walk is contemplated that would illustrate various desert plants that are utilized by wildlife and also such outdoor exhibits that would logically be suited to such a nature walk display.

Our plan of development would include:

1. The construction of a conservation-education building, a nature walk, and other outdoor exhibits such as a model water catchment, browse study plots, typical desert animal habitats, and other similar exhibits



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Arizona Game and Fish Department  
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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
Land Office  
3022 Federal Building  
Phoenix, Arizona 85025

IN REPLY REFER TO:  
R&PP Pur. A 122  
LO:BL

November 13, 1967

Mr. Wendell G. Swank, Director  
Arizona Game and Fish Department  
120 Arizona State Building  
Phoenix, Arizona 85007

Dear Mr. Swank:

Your application A 1232, embracing 160 acres sections 28 and 33, T. 6 N., R. 2 E., for expansion of the Black Canyon Shooting Range, does not contain enough information concerning your proposed project for the development of the lands to permit us to issue patent. If your project contemplates non-development, then we can probably issue a lease to the property. If you desire patent, we will appreciate your submitting (1) a detailed plan of development, (2) an estimated timetable for construction of the improvements and (3) an estimate of the cost of such improvements. We also need a statement as to the proposed disposition of any revenues which will be received in the use of the property.

A plan of management is also required before the property can be sold to you at reduced cost. This plan should consider such factors as type of protection provided the public, and any other pertinent information concerning the management and utilization of the lands. It should also include the following stipulations:

1. Applicant agrees to maintain the lands open to use by the public for recreation purposes without discrimination or favor.
2. Applicant agrees to make no more than a reasonable charge for the use of the area than is charged at other comparable installations managed by State and local agencies, all charges to be subject to review and modification by the Secretary of the Interior, under due process procedures.
3. Applicant agrees to develop and manage the lands in accordance with the program of utilization submitted as an appendix to this application.



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DI Form 1350  
March 1962.

U.S. DEPARTMENT OF THE INTERIOR  
ASSURANCE OF COMPLIANCE  
(TITLE VI, CIVIL RIGHTS ACT OF 1964)

Illustration No. 1

4 1232

Arizona Game and Fish Department (hereinafter called "Applicant-Recipient")  
(Name of Applicant-Recipient)

HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from Bureau of Land Management and Bureau of Office

Hereby Gives Assurance That It will immediately take any measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by Bureau of Land Management, This assurance obligates the Bureau of Office

Applicant-Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by Bureau of Land Management.  
Bureau of Office

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the bureau or office, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

November 20, 1967  
DATED


Arizona Game and Fish Department  
APPLICANT-RECIPIENT

By XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXX

Director

120 Arizona State Building, 1688 W. Adams, Phoenix, Arizona 85007  
APPLICANT-RECIPIENT'S MAILING ADDRESS

U.S. GOVERNMENT PRINTING OFFICE: 1964 OF-228-218

	<b>Attachment III</b>		Arizona Game and Fish Department Purchasing Office 2221 West Greenway Road Phoenix, Arizona 85023-4399
	SOLICITATION NO. <u>GF6015-J</u>		
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## **APPENDIX F**

### **ADA Plan**



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Arizona Game and Fish Department  
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SUMMARY OF ARCHITECTURAL BARRIERS IDENTIFIED BEN AVERY SHOOTING FACILITY			
Architectural Elements Surveyed	Number of Barriers Identified	Impact Code	Est. Cost To Correct
Accessible Entrance	15	3	\$6,750.00
Path of Travel	6	2	\$7,500.00
Ramps	12	3	\$4,200.00
Parking and Drop Off	4	3	\$600.00
Entrance	4	3	\$300.00
Emergency Egress	4	3	\$300.00
Signage	3	3	
Access to Programs	32	2	\$2,450.00
Horizontal Circulation	4	3	\$8,000.00
Doors			\$600.00
Rooms and Spaces			
Controls	8	3	\$3,600.00
Seats, Tables and Counters			
Vertical Circulation			
Stairways			
Elevators			
Lifts	12	3	\$1,800.00
Signage			
Access to Restrooms			
Getting to the Restroom	7	2	\$2,450.00
Doors	1	2	\$1,500.00
Stalls	7	2	\$7,050.00
Lavatories	15	3	\$2,250.00
Signage	10	3	\$750.00
Other Elements			
Drinking Fountains	5	3	\$5,500.00
Telephones	3	3	\$1,500.00
Alarms			
Other	1	3	\$150.00
<b>Impact Code</b> 1= Safety Hazard 2= Major Barrier 3= Moderate Barrier 4= Negligible Impact			
TOTAL COST:			<u>\$56,950.00</u>





## Attachment III

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### Ben Avery Shooting Facility - Survey Summary

#### Clay Target Center Clubhouse and Trap and Skeet Fields

##### Public Programs, Services and Activities Offered

- Public restrooms
- Public recreation
- Lounge area
- Pro-shop

##### Barriers Identified

- Accessible Approach/Entrance (ADAAG 4.3, 4.4, 4.5, 4.7)
  1. Route of travel is not stable, slip-resistant.
  2. Route of travel is too narrow.
  3. Door pull pressure too high.
- Access to Programs, Services and Activities (ADAAG 4.2, 4.4, 4.5, 4.6, 4.13, 4.14, 4.32, 4.30)
  1. Improper signage location for restrooms
  2. Customer counters not compliant.
- Usability of Restrooms (ADAAG 4.19, 4.24)
  1. Bottom of lavatory is too low.
  2. Faucet is not operable with a closed fist.
- Other Elements (ADAAG 4.28)
  1. Water fountain is not compliant.
  2. Public phone is not compliant.



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### Ben Avery Shooting Facility - Survey Summary Cont.

#### Archery Range and Building

##### Public Programs, Services and Activities Offered

- Public restrooms
- Public recreation
- Classroom
- Picnic area

##### Barriers Identified

- Accessible Approach/Entrance (ADAAG 4.3, 4.4, 4.5, 4.7)
  1. Route of travel is not stable and firm.
- Access to Programs, Services and Activities (ADAAG 4.2, 4.3, 4.15, 4.31, 4.32, 4.30)
  1. Inaccessible entrances require signage.
  2. Improper signage location for restrooms
  3. Clear space on latch side of doors is too narrow.
  4. Door pulls not adequate for closed fist operation
  5. Location of door lock is too high.
  6. Furnishings are arranged too close together.
  7. Door pull pressure too high.
  8. Counter space is not compliant (too high, not cane-detectable, protrudes into route)
  9. Picnic seating is in-accessible, does not provide wheel chair seating
- Usability of Restrooms (ADAAG 4.2, 4.13, 4.19, 4.24)
  1. No grab bar behind toilets.
  2. Bottom of lavatory is too low.
  3. Mirror is mounted too high.
  4. Faucet is not operable with a closed fist.
- Other Elements (ADAAG 4.15, 4.28)
  1. Water fountain is not compliant.
  2. Public phone is not fully compliant.



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### Ben Avery Shooting Facility - Survey Summary Cont.

#### Pistol Silhouette Range

##### Public Programs, Services and Activities Offered

- Public restrooms
- Public recreation

##### Barriers Identified

- Accessible Approach/Entrance (ADAAG 4.3, 4.4, 4.5, 4.6, 4.7, 4.8)
  1. Route of travel is not stable.
  2. Step-up to slab is higher than ¼ -inch.
  3. Ramp slope is too steep.
  3. No dedicated accessible parking.
- Access to Programs, Services and Activities (ADAAG 4.2, 4.3, 4.15, 4.31, 4.32, 4.30)
  1. Tops of tables are too high.



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### Ben Avery Shooting Facility - Survey Summary Cont.

#### Practical Pistol Building

##### Public Programs, Services and Activities Offered

- Public restrooms
- Public recreation
- Classroom

##### Barriers Identified

- Accessible Approach/Entrance (ADAAG 4.3, 4.4, 4.5, 4.6, 4.7, 4.8)
  1. Route of travel is not stable.
  2. Step-up to slab is higher than ¼ -inch.
  3. No dedicated accessible parking.
- Access to Programs, Services and Activities (ADAAG 4.2, 4.3, 4.15, 4.31, 4.32, 4.30)
  1. Improper signage type and location for restrooms.
  2. Clear space on latch side of doors is too narrow.
  3. Door pulls not adequate for closed fist operation
  4. Location of door lock is too high.
  5. Furnishings are arranged too close together.
  6. Door pull pressure too high.
  7. Threshold level is too high.
  1. Controls are too high.
- Usability of Restrooms (ADAAG 4.19, 4.24)
  1. Door pull pressure too high.
  2. Trash receptacle protrudes into clear space.
  3. Lavatory is too low.
  4. No grab bar behind toilet.
  5. Mirror is too high.



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### Ben Avery Shooting Facility - Survey Summary Cont.

#### Practical Pistol Range

##### Public Programs, Services and Activities Offered

- Public restrooms
- Public recreation

##### Barriers Identified

- Accessible Approach/Entrance (ADAAG 4.3, 4.4, 4.5, 4.6, 4.7, 4.8)
  1. Route of travel is not stable.
  2. Step-up to slab is higher than ¼ -inch.
  3. Ramp slope is too steep.
  4. No dedicated accessible parking.
- Access to Programs, Services and Activities (ADAAG 4.2, 4.3, 4.15, 4.31, 4.32, 4.30)
  1. Tables are not deep enough.





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### Ben Avery Shooting Facility - Survey Summary Cont.

#### Benchrest Range and Building

##### Public Programs, Services and Activities Offered

- Public restrooms
- Public recreation
- Classroom

##### Barriers Identified

- Accessible Approach/Entrance (ADAAG 4.3, 4.4, 4.5, 4.6, 4.7, 4.8)
  1. Route of travel is not stable.
  2. Step-up to slab is higher than ¼ -inch.
  3. No dedicated accessible parking.
  4. Ramp slope is too steep.
- Access to Programs, Services and Activities (ADAAG 4.2, 4.3, 4.15, 4.31, 4.32, 4.30)
  1. Improper signage type and location for restrooms.
  2. Clear space on latch side of doors is too narrow.
  3. Door pulls not adequate for closed fist operation
  4. Location of door lock is too high.
  5. Furnishings are arranged too close together.
  6. Door pull pressure too high.
  7. Shooting benches are too narrow.
- Usability of Restrooms (ADAAG 4.19, 4.24)
  1. Trash receptacle protrudes into clear space.
  2. Lavatory is too low.
  3. No grab bar behind toilet.
  5. Mirror is too high.



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### Ben Avery Shooting Facility - Survey Summary Cont.

#### DPS Range

##### Public Programs, Services and Activities Offered

- Public restrooms
- Public recreation

##### Barriers Identified

- Accessible Approach/Entrance (ADAAG 4.13, 4.14)
  1. No dedicated accessible parking near range.
- Usability of Restrooms (ADAAG 4.19, 4.24)
  1. Rented Porta-Johns do not meet minimum accessibility requirements.



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### Ben Avery Shooting Facility - Survey Summary Cont.

#### High Power Range

##### Public Programs, Services and Activities Offered

- Public restrooms
- Public recreation

##### Barriers Identified

- Accessible Approach/Entrance (ADAAG 4.13, 4.14)
  1. No dedicated accessible parking near ranges.
  2. Ramps to shooting platforms are too steep and do not have any railings.
- Usability of Restrooms (ADAAG 4.19, 4.24)
  1. Rented Porta-Johns do not meet minimum accessibility requirements.



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### **Ben Avery Shooting Facility - Survey Summary Cont.**

#### **Running Boar Range**

##### **Public Programs, Services and Activities Offered**

- Public recreation

##### **Barriers Identified**

- Accessible Approach/Entrance (ADAAG 4.13, 4.14)
  1. No dedicated accessible parking near ranges.



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### Ben Avery Shooting Facility - Survey Summary Cont.

#### Pistol Ranges

##### Public Programs, Services and Activities Offered

- Public recreation

##### Barriers Identified

- Accessible Approach/Entrance (ADAAG 4.13, 4.14)
  1. No dedicated accessible parking near ranges.





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### Ben Avery Shooting Facility - Survey Summary Cont.

#### Main Range Office

##### Public Programs, Services and Activities Offered

- Public recreation

##### Barriers Identified

- Accessible Approach/Entrance (ADAAG 4.13, 4.14)
  1. No dedicated accessible parking near office.
  2. Step-up to sidewalk is greater than ¼-inch.
  3. Clear space on latch side of doors is too narrow.
  4. Screen door closes too quickly.
  5. Drinking fountain is too high.

#### Main Range and Building

##### Public Programs, Services and Activities Offered

- Public restrooms
- Public recreation
- Classroom

##### Barriers Identified

- Accessible Approach/Entrance (ADAAG 4.3, 4.4, 4.5, 4.6, 4.7, 4.8)
  1. Need signs indicating spaces are "Van Accessible".
  2. Need sign indicating entrance to classroom.
- Access to Programs, Services and Activities (ADAAG 4.2, 4.3, 4.15, 4.31, 4.32, 4.30)
  1. Improper signage type and location.
  2. Clear space on latch side of doors too narrow.
  3. Door pulls not adequate for closed fist operation
  4. Location of door lock is too high.
  5. Furnishings are arranged too close together.
  6. Door pull pressure too high.
  7. Drinking fountain does not have adequate clear space.
- Usability of Restrooms (ADAAG 4.19, 4.24)
  1. Trash receptacle protrudes into clear space.



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2. No grab bar behind toilet.
3. Mirror is too high.

- Other Elements (ADAAG 4.28)

1. Parking bumpers protrude into clear space for phone.



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### Ben Avery Shooting Facility - Survey Summary Cont.

#### Activity Center

##### Public Programs, Services and Activities Offered

- Public restrooms
- Public recreation
- Classroom

##### Barriers Identified

- Accessible Approach/Entrance (ADAAG 4.3, 4.4, 4.5, 4.6, 4.7, 4.8)
  1. Need signs indicating spaces are "Van Accessible".
  2. Entry door clear opening is too narrow.
- Access to Programs, Services and Activities (ADAAG 4.2, 4.3, 4.15, 4.31, 4.32, 4.30)
  1. Improper signage type and location.
  2. Door pulls not adequate for closed fist operation
  3. Location of door lock is too high.
  4. Door pull pressure too high.
- Usability of Restrooms (ADAAG 4.19, 4.24)
  1. Mirror is too high.



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### Ben Avery Shooting Facility - Survey Summary Cont.

#### Small Bore Building and Range

##### Public Programs, Services and Activities Offered

- Public restrooms
- Public recreation
- Classroom

##### Barriers Identified

- Accessible Approach/Entrance (ADAAG 4.3, 4.4, 4.5, 4.6, 4.7, 4.8)
  1. No dedicated accessible parking.
  2. No stable route.
- Access to Programs, Services and Activities (ADAAG 4.2, 4.3, 4.15, 4.31, 4.32, 4.30)
  1. Improper signage type and location.
  2. Clear space on latch side of doors too narrow.
  3. Door pulls not adequate for closed fist operation
  4. Location of door lock is too high.
  5. Furnishings are arranged too close together.
  6. Door pull pressure too high.
- Usability of Restrooms (ADAAG 4.19, 4.24)
  1. Trash receptacle protrudes into clear space.
  2. No grab bar behind toilet.
  3. Mirror is too high.



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### Ben Avery Shooting Facility - Survey Summary Cont.

#### Shooter's Campground Restrooms

##### Public Programs, Services and Activities Offered

- Public restrooms

##### Barriers Identified

- Accessible Approach/Entrance (ADAAG 4.3, 4.4, 4.5, 4.7)
  1. Route of travel is not stable.
  2. No dedicated accessible parking.
- Usability of Restrooms (ADAAG 4.19, 4.24)
  1. Improper signage type and location.
  2. Entry door clear opening is too narrow.
  3. Door pulls not adequate for closed fist operation
  4. Door pull pressure too high.
  5. Threshold is too high.
  6. No grab bar behind toilet.
  7. Trash receptacle protrudes into clear space.
  8. Mirror is too high.





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### Ben Avery Shooting Facility - Survey Summary Cont.


#### Rifle Silhouette Building and Range

##### Public Programs, Services and Activities Offered

- Public restrooms
- Public recreation
- Classroom

##### Barriers Identified

- Accessible Approach/Entrance (ADAAG 4.3, 4.4, 4.5, 4.6, 4.7, 4.8)
  1. Route of travel is not stable.
  2. Route is too narrow.
  3. Step-up to slab is higher than ¼ -inch.
  4. Ramp slope is too steep, and does not have any railings.
  5. No dedicated accessible parking.
- Access to Programs, Services and Activities (ADAAG 4.2, 4.3, 4.15, 4.31, 4.32, 4.30)
  1. Improper signage type and location for restrooms.
  2. Door pulls not adequate for closed fist operation
  3. Location of door lock is too high.
  4. Door pull pressure too high.
  5. Threshold is too high.
  6. Shooting benches are not compliant.
  7. Drinking fountain is not compliant.
- Usability of Restrooms (ADAAG 4.19, 4.24)
  1. Trash receptacle protrudes into clear space.
  2. Lavatory is too low.
  3. No grab bar behind toilet.
  4. Mirror is too high.

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# **APPENDIX G** **NRA Safety Review**



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**Lorin D. Kramer, Range Technical Team Advisor**  
**Range Department**  
**National Rifle Association**  
**7221 East Virginia Avenue No.2**  
**Scottsdale, Arizona 85257**

November 11, 1995

Donald M. Turner, Field Operations Coordinator  
Arizona Game & Fish Department  
2221 West Greenway Road  
Phoenix, Arizona 85023-4399

Dear Don:

I have prepared the following analysis of the Ben Avery Range based on our meeting on October 24, 1995. This analysis deals primarily with safety considerations as documented in the latest edition of the National Rifle Association (NRA) Range Manual. It is not meant to be an exhaustive survey, but a preliminary report. The NRA does not approve ranges or range designs. We offer recommendations only.

### **SAFETY CRITERIA DISCUSSION:**

According to the NRA Range Manual, Safety Zones for rifle and pistol shooting are made of the following zones:

#### **Direct Fire Zone:**

This is the most critical zone as the majority of projectiles will fall within this zone without initially striking another object. The limits of this zone are parallel to the line of fire to 5,500 yards from the firing line for high power rifle and muzzleloading, 3,000 yards for pistol and rimfire, 5,500 yards for muzzleloading, and 300 yards for archery. The lack of adequate distance appears to be mitigated by the mountain and sparse development to the north.

#### **Safety Zone:**

This zone provides a safety factor beyond the limits of the Direct Fire Zone. The zone will have fewer projectiles than the Direct Fire Zone, but is nearly as important. The limits of this zone are 10° beyond the line of fire to the distance limit of the Direct Fire Zone. The same mitigation factors that apply to the Direct Fire Zone, apply to this zone.

#### **Ricochet Zone:**

This is the least critical of the zones. Projectiles landing in this zone are ricochets and have reduced energy. The limits of this zone are 45° beyond the line of fire to 1,200 yards from the firing line for high power rifle and muzzleloading, 800 yards for pistol and rimfire, and 85 yards for archery. Observations of previous ricochets indicate this has not generally been a problem zone. Exceptions are noted below.



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According to the NRA Range Manual, Shotfall Zones for shotgun shooting are as follows:

**Trap:**

A 300 yard arc 45° either side of the normal line.

**Skeet:**

A 300 yard 180° arc from the normal line.

**Sporting Clays:**

A 300 yard arc limited by the shooters swing.

I have payed particular attention to the Direct Fire Zone and Safety Zone from firing line to mountain base for all rifle and pistol ranges, as well as Shotfall Zones for all shotgun ranges.

### GENERAL RECOMMENDATIONS:

Generally, the Ben Avery Range is a well designed facility. Many of the below described deficiencies appear to be the result of a lack of master planning. Existing ranges should not be used for purposes for which they were not deigned without evaluating the new program effects on the range. New ranges should not be added without evaluating their impact on adjacent ranges.

The following issues should be addressed in addition to the safety discussion that follows:

**Sound:**

Currently the surrounding areas remain predominantly undeveloped. At such time as adjacent development occurs, the High Power Range, Trap & Skeet Range, and Sporting Clays Range appear to be most vulnerable to noise complaints.

Acquisition of the adjacent land to the west may be the best solution for protecting the Trap & Skeet Range and the Sporting Clays Range. This would also solve the orientation problem for the Sporting Clays Range described following.

The High Power Range, particularly the longer distances, are close enough to the southern property line to present potential problems. Effecting the type of zoning/land use of future development and/or construction materials of future structures to the south of Carefree Highway may be the most practical way of reducing future complaints.

### SPECIFIC SAFETY RECOMMENDATIONS:

**Running Boar Range:**

Do not use this range without further improvements while any of the following is in use:

Auxiliary Pistol Range, International Pistol Range, or 2700 Pistol Range.

east half of High Power Range beyond 500 yards (points 50-100).



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### **Auxiliary Pistol Range, International Pistol Range, or 2700 Pistol Range:**

Do not use this range without further improvements while any of the following is in use:

Running Boar Range.

east half of High Power Range beyond 500 yards.

### **High Power Range:**

Do not use this range beyond 300 meters without further improvements while any of the following is in use:

gates at either side of High Power Range are open.

Do not use the east half of this range beyond 500 yards without further improvements while any of the following is in use:

Running Boar Range.

Auxiliary Pistol Range, International Pistol Range, or 2700 Pistol Range.

Do not use the west half (points 1-49) of this range beyond 500 yards without further improvements while any of the following is in use:

Rifle Silhouette Range.

relocate west gate west of Rifle Silhouette Range to fall outside the Safety Zone.

Do not use the east half of this range beyond 600 yards without further improvements while any of the following is in use:

western edge of Family Campground.

The west half of the backstop needs improvement to allow all positions to be utilized.

Fencing between range and Family Campground is discontinuous, and needs to be completed.

Use of the range without further improvements should be restricted to controlled competition beyond 200 yards.

### **Rifle Silhouette:**

Do not use this range without further improvements while any of the following is in use:

west half of High Power Range beyond 500 yards.

The access road should be relocated off the High Power Range.

The 100 meter target setter shed needs repair.

Use of the range without further improvements should be restricted to controlled competition.





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#### Practical Pistol Range:

Do not use the west bay of this range without further improvements while any of the following is in use:

Pistol Silhouette Range.

Use of the various bays in the range should be coordinated together until side backstops are extended to farthest firing lines.

#### Pistol Silhouette:

Do not use this range without further improvements while any of the following is in use:

west bay of Practical Pistol Range.

Rearrangement of the banks may eliminate the conflicts with the Practical Pistol Range. Care should be taken to not create a conflict with Archery Drive.

#### Trap & Skeet Range:

Do not use the two eastern most fields without further improvements while any of the following is in use:

Archery Drive between Calle Silhouette and Skeet Street.


#### Sporting Clays Range:

Some shooting positions do not appear to have adequate Shotfall Zones, and should be relocated.

This concludes our analysis. If you require additional or more detailed information, please contact us.

Sincerely,

Lorin D. Kramer

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# **APPENDIX H** **Land Use Zone Map**

